

INFORMATION TO OFFERORS OR QUOTERS **SECTION A - COVER SHEET**

1. SOLICITATION NUMBER

SP0600-00-R-0105

2. (X one)

a. SEALED BID

X

b. NEGOTIATED (RFP)

c. NEGOTIATED (RFQ)

INSTRUCTIONS

NOTE THE AFFIRMATIVE ACTION REQUIREMENT OF THE EQUAL OPPORTUNITY CLAUSE WHICH MAY APPLY TO THE CONTRACT RESULTING FROM THIS SOLICITATION.

You are cautioned to note the "Certification of Non-Segregated Facilities" in the solicitation. Failure to agree to the certification will render your reply nonresponsive to the terms of solicitations involving awards of contracts exceeding \$25,000 which are not exempt from the provisions of the Equal Opportunity clause.

"Fill-ins" are provided on the face and reverse of Standard Form 18 and Parts I and IV of Standard Form 33, or other solicitation documents and Sections of Table of Contents in this solicitation and should be examined for applicability.

See the provision of this solicitation entitled either "Late Bids, Modifications of Bids or Withdrawal of Bids" or "Late Proposals, Modifications of Proposals and Withdrawals of Proposals." NOTE: The new title of this clause is "LATE SUBMISSIONS, MODIFICATIONS AND WITHDRAWALS OF PROPOSALS."

When submitting your reply, the envelope used must be plainly marked with the Solicitation Number, as shown above and the date and local time set forth for bid opening or receipt of proposals in the solicitation document.

If **NO RESPONSE** is to be submitted, detach this sheet from the solicitation, complete the information requested on reverse, fold, affix postage, and mail. **NO ENVELOPE IS NECESSARY.**

Replies must be set forth full, accurate, and complete information as required by this solicitation (*including attachments*). The penalty for making false statements is prescribed in 18 U.S.C. 1001.

3. ISSUING OFFICE (Complete mailing address, including Zip Code)

DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD SUITE 4950
FT. BELVOIR, VA 22060-6222

BUYERS/SYMBOL: STEVE TIDLER/DESC-PEC
ANTHONY RANESSES/DESC-PEC

LOCATION: ITALY POSTS, CAMPS & STATIONS

PURCHASE PROGRAM: 1.8a

FAX: 703-767-8506

E-MAIL: stidler@desc.dla.mil; araneses@desc.dla.mil

WEB PAGE: <http://www.desc.dla.mil>

4. ITEMS TO BE PURCHASED (Brief description)

	(2-Year quantity in Liters)	ORDERING PERIOD:
GASOLINE, PREM LEADED	439,270	01 APR 2000 THRU 31 MAR 2002
GASOLINE, PREM UNLEADED	8,378,143	
DIESEL FUEL, DF-1 AND DF-2	25,780,334	
FUEL OIL, BURNER, FS-2	64,171,994	
FUEL OIL, BURNER, FS-4	1,135,620	

5. PROCUREMENT INFORMATION (X and complete as applicable)

X	a. THIS PROCUREMENT IS UNRESTRICTED			
	b. THIS PROCUREMENT IS A _____% SET-ASIDE FOR ONE OF THE FOLLOWING (X one). (See Section I of the Table of Contents in this solicitation for details of the set-aside.)			
	<table border="0"> <tr> <td align="center">(1) Small Business</td> <td align="center">(2) Labor Surplus Area Concerns</td> <td align="center">(3) Combined Small Business/Labor Area Concerns</td> </tr> </table>	(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns
(1) Small Business	(2) Labor Surplus Area Concerns	(3) Combined Small Business/Labor Area Concerns		

****IMPORTANT INFORMATION****

A. The closing date for this solicitation is **23 November 1999**, 3:00 p.m. local time, Ft. Belvoir, VA.

B. Any facsimile offer to this solicitation may be submitted in accordance with Clause L2.11-2, **Facsimile Offers** (DESC AUG 1996).

C. **IMPORTANT:** All offerors must be granted license by the Italian government to do business in Italy.

D. Any contract awarded as a result of this solicitation will be a "REQUIREMENTS – FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT" contract. Refer to Clause I84, **Requirements**.

7. POINT OF CONTACT FOR INFORMATION

a. NAME (Last, First, Middle Initial)

TIDLER, STEPHEN L. and RANESSES, ANTHONY R.

b. ADDRESS (Including Zip Code)

Defense Energy Support Center
ATTN: DESC-PEC

c. TELEPHONE NUMBER (Including Area Code and Extension) (NO COLLECT CALLS) (703) 767-9516/9517

8725 John J. Kingman Road, Suite 4950
FT. Belvoir, Virginia, 22060-6222

8. REASONS FOR NO RESPONSE (<i>X all that apply</i>)					
<input type="checkbox"/>	a. CANNOT COMPLY WITH SPECIFICATIONS		<input type="checkbox"/>	b. CANNOT MEET DELIVERY REQUIREMENTS	
<input type="checkbox"/>	c. UNABLE TO IDENTIFY THE ITEM(S)		<input type="checkbox"/>	d. DO NOT REGULARLY MANUFACTURE OR SELL THE TYPE OF ITEMS INVOLVED	
<input type="checkbox"/>	e. OTHER (<i>Specify</i>)				
9. MAILING LIST INFORMATION (<i>X one</i>)					
<input type="checkbox"/>	YES	<input type="checkbox"/>	NO	WE DESIRE TO BE RETAINED ON THE MAILING LIST FOR FUTURE PROCUREMENT OF THE TYPE OF ITEM(S) INVOLVED.	
10. RESPONDING FIRM					
a. COMPANY NAME			b. ADDRESS (<i>Including Zip Code</i>)		
c. ACTION OFFICER					
(1) Typed or Printed Name (<i>Last, First, Middle Initial</i>)		(2) Title		(3) Signature	
				(4) Date Signed (YYMMDD)	

DD Form 1707 Reverse, MAR 90

FOLD

FOLD

FOLD

FROM

FOLD

AFFIX
STAMP
HERE

SOLICITATION NUMBER	
SP0600-00-R-0105	
DATE (YYMMDD)	LOCAL TIME
991123	3:00 PM

TO Defense Energy Support Center
Attn: DESC-PCC, Room 3729 Suite 4950
8725 John J. Kingman Road
FT. Belvoir, VA 22060-6222

E. ANY CONTRACT AWARDED TO A CONTRACTOR WHO AT THE TIME OF AWARD WAS SUSPENDED, DEBARRED, OR INELIGIBLE FOR RECEIPT OF CONTRACT WITH GOVERNMENT AGENCIES OR IN RECEIPT OF PROPOSED DEBARMENT FROM ANY GOVERNMENT AGENCY IS VOIDABLE AT THE OPTION OF THE GOVERNMENT.

F. NOTE: If your firm does not wish to offer on this solicitation, but you do wish to remain on the DESC mailing list, this form must be returned to DESC within 30 days after the closing date of the solicitation. Failure to respond within this time frame might result in automatic removal from the mailing list.

G. TO ALL POTENTIAL OFFERORS AND USAF ORDERING/PAYING OFFICERS: All U.S. Air Force items have been renumbered. You are cautioned to review any item with a prefix of 750 or higher for comparison to the item numbers assigned on the previous 3 solicitations.

H. For any offeror interested in receiving payment(s) by Electronic Funds Transfer, the following information should be submitted as supplemental to Clause G9.06-1, ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED – COMMERCIAL ITEMS (DESC FEB 1996).

- 1) The name of the bank or financial institution receiving payments,
- 2) The full address (street, city and region) of the receiving bank/institution,
- 3) The account name and number to which payments are to be sent, and
- 4) Any special instructions, such as names and titles of receiving officials, any required Italian identifier codes pertaining to Electronic Funds Transfer, etc.

I. We are confident that payments to DoD contractors will continue uninterrupted in January. The Payment Offices are committed to doing everything within their power to ensure that Y2K does not adversely affect their ability to make payments. The DoD payment systems are Y2K compliant and are targeted to be on Y2K compliant platforms by the end of May 99. Several options have also been identified for ensuring scheduled payments are made without disruption in the event of a Y2K failure. DoD contingency plans include processing backup files, identifying compatible hardware/software backup sites, and providing for auxiliary power in the case of electrical failure. In addition, systems for electronic fund transfer will be tested with the Federal reserve System and several financial institutions in the June-July 1999 time period. The DFAS web site www.dfas.mil/systems/y2k/y2knews.htm is available for further information.

J. The DESC contact point and telephone number for emergency situations during after-duty hours is:

Comand Control Center (CCC)
Telephone Number (703) 767-8420

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER SP0600-99-0313		PAGE 1 OF 69	
2. CONTRACT NUMBER		3. AWARD/EFFECTIVE DATE See Block 32c		4. ORDER NUMBER		5. SOLICITATION NUMBER SP0600-00-R-0105	
6. SOLICITATION ISSUE DATE 14 OCT 1999		7. FOR SOLICITATION INFORMATION CALL: → Stephen L. Tidler (703) 767-9516 Anthony R. Raneses (703) 767-9517		b. TELEPHONE NUMBER (no collect calls) Phone: (703) 767-9516 Fax: (703) 767-8506		8. OFFER DUE DATE/LOCAL TIME 23 NOV 1999 3:00 PM Fort Belvoir, VA	
9. ISSUED BY CODE Defense Energy Support Center 8725 John J. Kingman Road, Suite 4950 Fort Belvoir, VA 22060-6222 Buyer/Symbol: S. TIDLER / A. RANESES/DESC-PEC Phone: (703) 767-9516/9517				10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED <input type="checkbox"/> SET ASIDE % FOR <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> SMALL DISADV BUSINESS <input type="checkbox"/> 8(A) SIC: 5172 SIZE STANDARD: 500		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE 13a. THIS CONTRACT IS RATED ORDER UNDER DPAS (15 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO CODE SEE SCHEDULE				16. ADMINISTERED BY CODE SEE BLOCK 9			
FACILITY CAGE CODE TELEPHONE NO. FAX NO:				18a. PAYMENT WILL BE MADE BY CODE SEE CLAUSE F30.01			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT	
		The Schedule is shown on the SF1449 Continuation Sheets (Attach additional Sheets as Necessary)					
25. ACCOUNTING AND APPROPRIATION DATA TO BE CITED ON EACH DELIVERY ORDER						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED. *SCHEDULE OF SUPPLIES AND SOLICITATION CLAUSES ARE ATTACHED.							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.							
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN - 2 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: _____			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (Signature of Contracting Officer)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED				33. SHIP NUMBER		34. VOUCHER NUMBER	
				<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		35. AMOUNT VERIFIED CORRECT FOR	
32b. SIGNATURE OF AUTHORIZED GOVT. REPRESENTATIVE				32c. DATE		36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	
				38. S/R ACCOUNT NO.		39. S/R VOUCHER NO.	
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT				37. CHECK NUMBER			
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER				40. PAID BY			
41c. DATE				42a. RECEIVED BY (Print)			
				42b. RECEIVED AT (Location)			
				42c. DATE REC'D (YY/MM/DD)		42d. TOTAL CONTAINERS	

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LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

- [X] DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS
 [X] SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS
 [X] OFFEROR SUBMISSION PACKAGE

COVER SHEET
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B1.05 SUPPLIES TO BE FURNISHED (OVERSEAS PC&S/ALASKA) (DESC MAY 1996)

(a) The supplies to be furnished during the period specified in the REQUIREMENTS clause, the delivery points, methods of delivery, and estimated quantities are shown below. The quantities shown are best estimates of required quantities only. Unless otherwise specified, the total quantity ordered and required to be delivered may be greater than or less than such quantities. The Government agrees to order from the Contractor and the Contractor shall, if ordered, deliver during the contract period all items awarded under this contract. The prices paid shall be the unit prices specified in subsequent price change modifications issued in accordance with the ECONOMIC PRICE ADJUSTMENT clause.

(b) In an emergency, oral orders may be issued and must be confirmed in writing by an SF 1449 or DD Form 1155 within 24 hours.

(c) Offers shall not be submitted for quantities less than the estimated quantities specified below for each line item. Offers submitted for less than the estimated quantities will not be considered for award, except for items specifically designated as 2-year requirements.

<u>ITEMS</u>	<u>SUPPLIES, DELIVERY POINTS, AND METHOD OF DELIVERY</u>	<u>(IN LITERS) ESTIMATED QUANTITY</u>
-20	GASOLINE, AUTO, PREMIUM LEADED (MGP) NSN: 9130-00-264-4538 ITALIAN SPECIFICATION: CUNA NC 623-01	439,270
-27	GASOLINE, AUTO, PREMIUM UNLEADED (MUP) NSN: 9130-00-148-7104 ITALIAN SPECIFICATION: UNI CUNA EN 228	8,378,143
-32	FUEL OIL, DIESEL, GRADE DF-1 NSN: 9140-00-286-5286 ITALIAN SPECIFICATION: UNI CUNA EN 590	6,300,000
-34	FUEL OIL, DIESEL, GRADE DF-2 NSN: 9140-00-286-5294 ITALIAN SPECIFICATION: UNI CUNA EN 590	19,480,334
-46	FUEL OIL, BURNER, FS-2 NSN: 9140-00-247-4365 ITALIAN STANDARD: NORMA UNI CT1 6579, RISCALDAMENTO GRADE GASOLIO	64,171,994
-52	FUEL OIL, BURNER FS-4 NSN: 9140-01-247-4360 ITALIAN STANDARD: NORMA UNI CT1 6579 GRADE OLIO COMBUSTIBLE	1,135,620

NOTE: The above is a composite of the products and estimated quantities for the full delivery period of this solicitation. Offers should be made for the individual line items and quantities as listed on the following pages.

(DESC 52.207-9F55)

ITEM NUMBER	(LITERS) EST QTY
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ITEMS IN THE REGION OF SICILIA

U.S. NAVAL AIR STATION, SIGONELLA
IT, NAVY, NEAR CATANIA, FOR USN FUELS OFFICER
SICILIA REGION

DELIVERY DODAAC: N62995-2
BILLING DODAAC: N62995-3
ORDERING OFFICE: COMM TEL: 095-865726
COMM FAX: 095-865059

500-27	GASOLINE PREMIUM UNLEADED	TT WITH PUMP AND METER INTO 2 (TWO) TANKS, WITH 34,980 LITERS TOTAL CAPACITY. ESTIMATED MONTHLY DELIVERY IS 60,000 LITERS.	1,100,000
500-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 19 TANKS, WITH 397,470 LITERS TOTAL CAPACITY. ESTIMATED AVERAGE MONTHLY DELIVERY IS 225,000 LITERS. MULTIPLE-DROP DELIVERY.	2,000,000
500-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 10 (TEN) TANKS, WITH 310,405 LITERS TOTAL CAPACITY. ESTIMATED MINIMUM MONTHLY DELIVERY IS 102,205 LITERS. MULTIPLE-DROP DELIVERY.	5,000,000

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MARZA DISPICA
IT, NAVY, NAVY SITE PACHINO TARGET
SICILIA REGION

DELIVERY DODAAC: N62995
BILLING DODAAC: N62995-3
ORDERING OFFICE: COMM TEL: 095-865726
COMM FAX: 095-865059

501-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 18,930 LITER TANK. ESTIMATED MINIMUM MONTHLY DELIVERY IS 2,000 LITERS.	25,000
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AUGUSTA BAY, PRIOLO GARGALLO
IT, NAVY, LOGISTICS FACILITY
SICILIA REGION

DELIVERY DODAAC: N62995
BILLING DODAAC: N62995-3
ORDERING OFFICE: COMM TEL: 095-865726
COMM FAX: 095-865059

505-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 100,000 LITER TANK AT COLD IRON PLANT. ESTIMATED AVERAGE MONTHLY DELIVERY IS 37,855 LITERS.	908,496
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF SICILIA

AUGUSTA BAY, PRIOLO GARGALLO (cont'd)

505-52	BURNER OIL GRADE FS-4	TT WITH PUMP AND METER INTO 2 (TWO) 50,000 LITER TANKS AT COLD IRON PLANT. ESTIMATED AVERAGE MONTHLY DELIVERY IS 26,800 LITERS.	643,518
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 NISCEMI
 IT, NAVY, TRANSMITTER SITE, NAVAL COMM. STATION
 SICILIA REGION

DELIVERY DODAAC: N62995
 BILLING DODAAC: N62995-3
 ORDERING OFFICE: COMM TEL: 095-865726
 COMM FAX: 095-865059

510-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 200,000 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 90,000 LITERS. REQUIRES 2 (TWO) DELIVERIES EACH WEEK.	1,000,000
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 NAS SIGONELLA, CATANIA
 (FOR U.S. NAVY OFF-BASE LEASED BUILDINGS)
 IT, NAVY, CATANIA, FOR USN FUELS OFFICER
 SICILIA REGION

DELIVERY DODAAC: N62995-2
 BILLING DODAAC: N62995-3
 ORDERING OFFICE: COMM TEL: 095-865721 or -865726
 COMM FAX: 095-865059

511-46_	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 150 TANKS, RANGING IN SIZE FROM 500 TO 4,005 LITERS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 16,000 LITERS. REQUIRES 2 (TWO) TRUCKS PER MONTH FROM SEPTEMBER THRU MARCH FOR OFF-BASE DELIVERIES. DRIVER MUST REPORT TO NAS SIGONELLA ORDERING OFFICE AT BLDG. 537 FOR ESCORT TO OFF-BASE DELIVERY SITES. MULTIPLE-DROP DELIVERY.	200,000
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--*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*--

ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF SARDEGNA

SANTO STEFANO ISLAND (3 KM NE of PALAU)
IT, NAVY, FOR NSA SUPPLY OFFICER
SARDEGNA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

514-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 31,000 LITER ABOVEGROUND TANK. ESTIMATED MAXIMUM INDIVIDUAL TRUCK DELIVERY IS 15,000 LITERS. ESTIMATED MAXIMUM MONTHLY DELIVERY IS 66,000 LITERS.	1,200,000
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NOTE: DELIVERIES MUST BE CO-ORDINATED WITH THE NSA SUPPLY OFFICE AT
LA MADDALENA. THE COMMERCIAL PHONE NUMBER FOR NSA POINT OF
CONTACT AT LA MADDALENA IS 0789-798522. THE NSA SUPPLY FAX NUMBER
IS 0789-736822 or 0789-793153.

NOTE: CONTRACTOR WILL BE GIVEN ADVANCE NOTICE OF THE ACTUAL DATE AND
TIME OF EACH DELIVERY (LOADING TIME AT PALAU), ALLOWING TWO (2) HOUR
"WINDOW" FOR VEHICLE ARRIVAL AT PALAU. THE U.S. NAVY WILL PROVIDE
AND PAY FOR FULL FERRY SERVICE TO AND FROM SANTO STEFANO ISLAND.

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LA MADDALENA, U.S. DOD LEASED BUILDINGS
IT, DOD, FOR USN FUELS OFFICER (PWS)
SARDEGNA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

515-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 20 TANKS, RANGING IN SIZE FROM 1,135 TO 24,225 LITERS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 9,840 LITERS FOR SUMMER SEASON, AND 87,065 LITERS FOR WINTER SEASON. MULTIPLE-DROP DELIVERY.	600,000
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NATO SITE, TAVOLARA ISLAND
IT, NATO, FOR FUELS OFFICER
SARDEGNA REGION

DELIVERY DODAAC: N64771
BILLING DODAAC: N64771-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

516-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 2 (TWO) 33,000 LITER TANKS AND 3 (THREE) 3,000 LITER TANKS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 8,330 LITERS. MULTIPLE-DROP DELIVERY.	200,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF SARDEGNA

NATO ACTIVITY, DECIMOMANNU AIRPORT (GERMAN AIR TRAINING)
 IT, NATO, CAGLIARI, FOR FUELS OFFICER
 SARDEGNA REGION

DELIVERY DODAAC: N34001
 BILLING DODAAC: N34001
 ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
 COMM FAX: (081) 568-5317

517-20	GASOLINE PREMIUM LEADED	TT WITH PUMP AND METER INTO 1 (ONE) 16,000 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 2,000 LITERS.	50,000
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517-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 16,000 LITER TANK AND 1 (ONE) 30,000 LITER TANK. ESTIMATED MINIMUM MONTHLY DELIVERY IS 30,000 LITERS.	720,000
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ARZACHENA, CANNIGIONE, PORTO POZZO AND TEMPIO
 IT, DOD (FOR OFF-BASE U.S. LEASED HOUSING)
 SARDEGNA REGION

DELIVERY DODAAC: N32960
 BILLING DODAAC: N32960
 ORDERING OFFICE: COMM TEL: 0789-798288
 COMM FAX: 0789-798187

518-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 12 TANKS, RANGING IN SIZE FROM 1,000 TO 3,000 LITERS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 17,200 LITERS. DELIVER <u>ONLY</u> FROM OCTOBER THRU MARCH. ALL DELIVERIES MUST BE CO-ORDINATED WITH THE NSA SUPPLY OFFICE AT LA MADDALENA. MULTIPLE-DROP DELIVERY.	80,000
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LA MADDALENA
 IT, DOD, FOR OFF-BASE U.S. DOD LEASED BUILDINGS
 SARDEGNA REGION

DELIVERY DODAAC: N32960
 BILLING DODAAC: N32690
 ORDERING OFFICE: COMM TEL: 0789-798330
 COMM FAX: 0789-798187

519-46_	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 28 TANKS OF VARIOUS SIZE, WITH 30,750 LITERS TOTAL CAPACITY. ESTIMATED MONTHLY DELIVERY IS 10,000 LITERS, FROM OCTOBER THRU MARCH. DRIVER MUST REPORT TO THE LA MADDALENA SHIPPING AND RECEIVING OFFICE AT BLDG. 201 FOR ESCORT. MULTIPLE-DROP DELIVERY.	160,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF SARDEGNA

NATO ACTIVITY (USAF-RAF-GAF) AT DECIMOMANNU AIRPORT
(FOR OFF-BASE NATO LEASED HOUSING IN CAGLIARI AND SUBURBS)
IT, NATO, FOR FUELS OFFICER
SARDEGNA REGION

DELIVERY DODAAC: N34001
BILLING DODAAC: N34001
ORDERING OFFICE: COMM TEL: 070-966-2559
COMM FAX: 070-966-2248

520-46_	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 34 TANKS OF VARIOUS SIZE, WITH 63,000 LITERS TOTAL CAPACITY. ESTIMATED AVERAGE MONTHLY DELIVERY IS 10,500 LITERS. DELIVER <u>ONLY</u> FROM SEPTEMBER THRU MARCH. MULTIPLE-DROP DELIVERY.	150,000
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DECIMOMANNU, USAF LORAN STATION
IT, USAF, CAGLIARI, FOR USAF FUELS OFFICER (AV)
SARDEGNA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC: FP5682
ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

750-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 79,495 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 15,000 LITERS.	400,000
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 ITEMS IN THE REGION OF PUGLIA

BRINDISI
IT, USAF, 775 ABS
PUGLIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC: FP5682
ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

760-27	GASOLINE PREMIUM UNLEADED	TT WITH METER, ADEQUATE HOSE AND NOZZLE INTO 1 (ONE) 4,592 LITER MOBILE REFUELING UNIT. ESTIMATED WEEKLY DELIVERY IS 3,200 LITERS.	270,000
760-34	DIESEL FUEL GRADE DF-2	TT WITH METER, ADEQUATE HOSE AND NOZZLE INTO 1 (ONE) 4,592 LITER MOBILE REFUELING UNIT. ESTIMATED WEEKLY DELIVERY IS 5,000 LITERS.	320,000

NOTE: DRIVER MUST REPORT TO THE SITE REPRESENTATIVE AT THE MAIN GATE
PRIOR TO MAKING DELIVERY.

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ITEM
NUMBER(LITERS)
EST QTY

ITEMS IN THE REGION OF PUGLIA

SAN VITO DEI NORMANNI AIR STATION
IT, USAF, 775TH ABS
PUGLIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC: FP5682
ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

761-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP, METER AND 40 FT OF HOSE INTO 6 (SIX) TANKS, RANGING IN SIZE FROM 15,140 TO 94,635 LITERS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 30,753 LITERS. ALLOW 2 (TWO) HOURS OF OFFLOAD TIME.	713,000
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761-46	BURNER OIL GRADE FS-2	TT WITH PUMP, METER AND 65 FT OF HOSE INTO ABOUT 70 TANKS, RANGING IN SIZE FROM 1,515 TO 75,710 LITERS (AVERAGE TANK SIZE IS ABOUT 7,500 LITERS). ESTIMATED AVERAGE MONTHLY DELIVERY IS 110,000 LITERS. DELIVER DURING 0800 - 1200 HOURS, MONDAY THRU FRIDAY. ALLOW 4 (FOUR) HOURS OF OFFLOAD TIME. MULTIPLE-DROP DELIVERY.	2,862,000
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JACOTENENTE, 71030 CONTE D'UMBRIA
(20 KM WEST of VIESTE AND 50 KM EAST of FOGGIA)
IT, USAF, FOR 603 EACS (P) LGM
PUGLIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC: FP5682
ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

762-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND 50 FEET OF HOSE (AND TO BE TOP-LOADED) INTO FOUR (4) MOBILE REFUELING UNITS, EACH WITH 4,542 LITER CAPACITY. DELIVER EVERY 2 (TWO) WEEKS. MINIMUM DELIVERY IS 7,570 LITERS AND MAXIMUM DELIVERY IS 18,000 LITERS. DRIVER MUST CALL IN AND REPORT TO BASE REPRESENTATIVE (COMM PHONE: 88-4-569-823) PRIOR TO DELIVERY.	681,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF LAZIO

U.S. DOD BUILDINGS, GAETA/FORMIA (PWS)
IT, DOD, FOR FUELS OFFICER
LAZIO REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

535-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 20,000 LITER TANK. ESTIMATED MINIMUM MONTHLY DELIVERY IS 5,332 LITERS.	145,000
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NATO, SATCOM GROUND TERMINAL F7, CIVITAVECCHIA ROMA
IT, NATO, STRADA S. AGOSTINO
LAZIO REGION

DELIVERY DODAAC: N64771
BILLING DODAAC: N64771-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

538-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 2 (TWO) 40,000 LITER TANKS AND 2 (TWO) 1,200 LITER TANKS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 1,700 LITERS.	90,000
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538-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 15,000 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 1,000 LITERS.	15,000
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NATO BORGO PIAVE, LATINA (NCS)
IT, NATO, FOR FUELS OFFICER
LAZIO REGION

DELIVERY DODAAC: N64771
BILLING DODAAC: N64771-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

539-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 3 (THREE) 15,680 LITER TANKS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 17,415 LITERS.	475,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF LAZIO

NATO SITE ANZIO (ROMA)

IT, NATO, MULTISERVICE ELECTRONIC WARFARE SUPPORT GP

LAZIO REGION

DELIVERY DODAAC: N38142

BILLING DODAAC: N38142

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430

COMM FAX: (081) 568-5317

541-46

BURNER OIL
GRADE FS-2
 TT WITH PUMP AND METER
 INTO 1 (ONE) 5,000 LITER TANK. DELIVER
 2 (TWO) TIMES EACH YEAR. MINIMUM
 INDIVIDUAL DELIVERY IS 2,000 LITERS.

7,000

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GAETA, FORMIA, LATINA AND FROSINONE

IT, NAVY, FOR OFF-BASE LEASED BUILDINGS (NE)

LAZIO REGION

DELIVERY DODAAC: N65957

BILLING DODAAC: N65957

ORDERING OFFICE: COMM TEL: (081) 724-4335

COMM FAX: (081) 724-4335

542-46_

BURNER OIL
GRADE FS-2
 TT WITH PUMP, METER AND ADEQUATE HOSES
 (AS REQUESTED BY ORDERING OFFICER)
 INTO 11 TANKS OF VARIOUS SIZE, WITH AVERAGE
 TANK CAPACITY OF 1,000 LITERS. DELIVERIES OF
 ABOUT 500 LITERS ARE OFTEN REQUIRED. DELIVERY
 TO BE MADE 2 (TWO) TIMES EVERY MONTH FROM
 SEPTEMBER THRU MARCH, PER PHONE ORDER/REQUEST.
 DRIVER MUST REPORT TO THE ORDERING OFFICE
 FOR ESCORT TO OFF-BASE DELIVERY SITES.
 MULTIPLE-DROP DELIVERY.

40,000

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MONTE ORLANDO (PWS)

IT, NAVY, NAVY COMPLEX -GAETA

LAZIO REGION

DELIVERY DODAAC: N62588

BILLING DODAAC: N62588

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430

COMM FAX: (081) 568-5317

543-34

DIESEL FUEL
GRADE DF-2
 TT WITH PUMP AND METER
 INTO 1 (ONE) 4,000 LITER TANK AND 1 (ONE)
 SMALL TANK OF 800 LITERS. ESTIMATED
 DELIVERY IS 1,500 LITERS, EACH 2 (TWO) MONTHS.

6,500

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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF CAMPANIA

AGNANO, NAPLES

IT, NAVY, NAVSUPPACT TRANSPORTATION GARAGE (PWS)

CAMPANIA REGION

DELIVERY DODAAC: N62588

BILLING DODAAC: N62588-3

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430

COMM FAX: (081) 568-5317

545-27	GASOLINE PREMIUM UNLEADED	TT WITH PUMP AND METER INTO 2 (TWO) 10,000 LITER CONTRACTOR-OWNED TANKS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 30,000 LITERS, WITH DELIVERY MADE 2 (TWO) TIMES EACH WEEK.	700,000
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545-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 10,000 LITER CONTRACTOR-OWNED TANK. ESTIMATED MINIMUM MONTHLY DELIVERY IS 25,000 LITERS, WITH DELIVERY MADE 2 (TWO) TIMES EACH WEEK.	600,000
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CAPODICHINO AIRPORT, NAPLES

IT, NAVY, NAVSUPPACT TRANSPORTATION GARAGE (PWS)

CAMPANIA REGION

DELIVERY DODAAC: N62588

BILLING DODAAC: N62588-3

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430

COMM FAX: (081) 568-5317

547-27	GASOLINE PREMIUM UNLEADED	TT WITH PUMP AND METER INTO 2 (TWO) 15,000 LITER TANKS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 18,000 LITERS, WITH DELIVERY MADE 2 (TWO) TIMES EACH WEEK.	600,000
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547-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 2 (TWO) 15,000 LITER TANKS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 23,000 LITERS, WITH DELIVERY MADE 2 (TWO) TIMES EACH WEEK.	720,000
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U.S. NCTAMS SATCOM FACILITIES, LAGO PATRIA, RECEIVER SITE

IT, NAVY, FOR USN FUELS OFFICER

CAMPANIA REGION

DELIVERY DODAAC: N62588

BILLING DODAAC: N62588-3

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430

COMM FAX: (081) 568-5317

552-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 2 (TWO) 15,000 LITER TANKS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 3,000 LITERS.	30,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF CAMPANIA

MT. CAMADOLI, U.S. NCTAMSMED EURCENT REPEATER SITE
IT, NAVY, FOR USN FUELS OFFICER
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

553-34	DIESEL FUEL	TT WITH PUMP AND METER INTO ONE (1) UNDERGROUND 5,600 LITER TANK. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 3,000 LITERS.	5,000
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PORT OF NAPLES
IT, NAVY, U.S. POWER PLANTS (CTF63)
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

554-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 10 (TEN) 1,895 LITER TANKS. ESTIMATED MONTHLY DELIVERY IS 64,995 LITERS.	800,000
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NOTE: MUSE GENERATORS HAVE NO FUEL STORAGE CAPACITY, AND REQUIRE DAILY
REPLENISHMENT OF SERVICE FUEL TANKS. DELIVERY IS FROM 3,785 TO 45,425
LITERS, DEPENDING ON OPERATING UNITS AND ELECTRICAL LOAD. ALL UNITS
ARE MOBILE. SERVICE SHIPS AT VARIOUS PIER SITES ARE NORMALLY LOCATED
WITHIN AN AREA CONTROLLED BY THE ITALIAN CUSTOMS OFFICE. MONTHLY
REQUIREMENTS WILL VARY, PENDING ON U.S. NAVY SIXTH FLEET ELEMENT NEEDS.

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AGNANO, NAPLES, U.S. NAVAL HOSPITAL (PWS)
IT, NAVY
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

555-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 2 (TWO) 20,000 LITER TANKS. ESTIMATED MINIMUM MONTHLY DELIVERY IS 37,855 LITERS.	800,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF CAMPANIA

PORT OF NAPLES, DOD BLDG. 161 (PWS)
IT, DOD
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

557-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 3,000 LITER TANK. MINIMUM MONTHLY DELIVERY IS 2,000 LITERS.	30,000
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NAPLES, VARIOUS U.S. DOD LEASED BUILDINGS (PWS)
IT, DOD
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 5317

558-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 32 TANKS, RANGING IN SIZE FROM 3,000 TO 20,000 LITERS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 238,000 LITERS. MULTIPLE-DROP DELIVERY.	4,500,000
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PINETAMARE (PWS), VARIOUS U.S. LEASED COMPLEXES
IT, DOD
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

560-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 3,000 LITER TANK. WEEKLY DELIVERY REQUIRED ONLY FROM OCTOBER THRU MAY. ESTIMATED MINIMUM MONTHLY DELIVERY IS 2,100 LITERS.	45,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF CAMPANIA

POZZUOLI, VARIOUS U.S. LEASED DOD BUILDINGS (PWS)
IT, DOD
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

561-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 20 TANKS, WITH ABOUT 60,000 LITERS TOTAL CAPACITY. ESTIMATED AVERAGE MONTHLY DELIVERY IS 18,000 LITERS. MULTIPLE-DROP DELIVERY.	500,000
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NAPLES, HQ AFSOUTH, BACHELOR HOUSING DEPARTMENT
IT, DOD, VIA S. GENNARO, NAVAL SUPPORT ACTIVITY
48 ACCADEMIA DI POZZUOLI
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

562-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 2 (TWO) 8,000 LITER TANKS. DELIVER FROM NOVEMBER THRU APRIL. ESTIMATED MINIMUM MONTHLY DELIVERY IS 11,000 LITERS.	132,000
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BAGNOLI, NAPLES
AT NATO HQ AFSOUTH
IT, NATO, FOR FUELS OFFICER
CAMPANIA REGION

DELIVERY DODAAC: N64771
BILLING DODAAC: N64771-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

565-27	GASOLINE PREMIUM UNLEADED	TT WITH PUMP AND METER INTO 1 (ONE) 10,000 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 6,250 LITERS.	150,000
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565-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 10,000 LITER TANK LOCATED AT BLDG. "JK" AND 1 (ONE) 5,000 LITER TANK LOCATED AT AFSOUTH TUNNEL #4. ESTIMATED AVERAGE MONTHLY DELIVERY IS 15,200 LITERS.	365,000
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565-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 21 TANKS, WITH 290,500 LITERS TOTAL CAPACITY. ESTIMATED MINIMUM MONTHLY DELIVERY IS 112,000 LITERS. MULTIPLE-DROP DELIVERY.	4,000,000
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ITEM
NUMBER(LITERS)
EST QTY

ITEMS IN THE REGION OF CAMPANIA

NAPLES

IT, NATO, NATO MICRO-WAVE, MT. CAMALDOLI
CAMPANIA REGION

DELIVERY DODAAC: N64771

BILLING DODAAC: N64771-3

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

566-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 5,000 LITER TANK. AVERAGE ANNUAL DELIVERY IS 2,500 LITERS.	5,000
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NATO COMM CENTER, LAGO PATRIA-LICOLA
IT, NATO

CAMPANIA REGION

DELIVERY DODAAC: N64771

BILLING DODAAC: N64771-3

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

570-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 5,000 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 1,000 LITERS.	12,000
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NATO FLT BROADCAST STATION, CASTLEVOLTURNO (CE)

IT, NATO

CAMPANIA REGION

DELIVERY DODAAC: N64771

BILLING DODAAC: N64771-3

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

571-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 3 (THREE) TANKS, WITH 45,000 LITERS TOTAL CAPACITY. ESTIMATED MINIMUM MONTHLY DELIVERY IS 3,000 LITERS.	50,000
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U.S. NISIDA, NAPLES, NAVSUPACT (AD)

IT, NAVY

CAMPANIA REGION

DELIVERY DODAAC: N62588

BILLING DODAAC: N62588-3

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

574-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 10,000 LITER TANK. MINIMUM DELIVERY IS 2,500 LITERS, AND MAXIMUM DELIVERY IS 5,000 LITERS.	50,000
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ITEM
NUMBER

(LITERS)

EST QTY

 ITEMS IN THE REGION OF CAMPANIA

MOLO SAN VINCENZO, U.S. COMMAND, COMSUGRU EIGHT
IT, NAVY, PORT OF NAPLES
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

577-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 20,000 LITER TANK.	40,000
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NOTE: ORDERS ARE TO BE PLACED "AS NEEDED", BUT NOT TO EXCEED 20,000 LITERS.

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NAPLES (NAVAL EXCHANGE)
IT, NAVY, FOR OFF-BASE LEASED BUILDINGS
CAMPANIA REGION

DELIVERY DODAAC: N65957
BILLING DODAAC: N65957
ORDERING OFFICE: COMM TEL: (081) 724-4335
COMM FAX: (081) 724-4335

578-46_	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 230 TANKS, RANGING IN SIZE FROM 500 TO 3,500 LITERS. ESTIMATED MONTHLY DELIVERY IS 80,000 LITERS. REQUIRES 3 OR 4 DELIVERIES EVERY WEEK FROM SEPTEMBER THRU MARCH. MINIMUM OF 5,000 TO 7,000 LITERS PER TRUCK LOAD. DRIVER MUST CALL ORDERING OFFICE AT (081) 724-4925 FOR ESCORT TO OFF-BASE DELIVERY SITES. MULTIPLE-DROP DELIVERY.	1,000,000
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CAPODICHINO AIRFIELD, NAPLES
IT, NAVY, NAVSUPPACT GENERATOR PLANT (PWS)
CAMPANIA REGION

DELIVERY DODAAC: N62588
BILLING DODAAC: N62588
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

579-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 6 (SIX) 15,000 LITER TANKS AT GENERATOR PLANT FOR BLDG. C-4I AT BLDG. 440 AND BLDG. 433. ESTIMATED AVERAGE MONTHLY DELIVERY IS 14,600 LITERS.	350,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF TOSCANA

COLTANO SITE
IT, ARMY, LIVORNO AREA (LEGHORN) FOR FUELS OFFICER
TOSCANA REGION

DELIVERY DODAAC: WK9GG8
BILLING DODAAC: WK9GG8
ORDERING OFFICE: COMM TEL: 050-540493 or -541122
COMM FAX: 050-542303

001-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 115,248 LITER TANK AND 2 (TWO) 28,430 LITER TANKS. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 14,385 LITERS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 18,930 LITERS. MULTIPLE-DROP DELIVERY.	454,240
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CAMP DARBY
IT, ARMY, LIVORNO AREA (LEGHORN) FOR POST ENGINEER
TOSCANA REGION

DELIVERY DODAAC: WK9GG8
BILLING DODAAC: WK9GG8
ORDERING OFFICE: COMM TEL: 050-540493 or -541122
COMM FAX: 050-542303

005-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 101 TANKS, RANGING IN SIZE FROM 795 TO 14,703 LITERS. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 18,930 LITERS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 141,955 LITERS. DRIVER MUST REPORT TO BLDG. 33 FOR REQUIRED BASE ESCORT. MULTIPLE-DROP DELIVERY.	3,406,860
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CAMP DARBY
IT, ARMY, (FOR OFF-BASE LEASED BUILDINGS WITHIN LIVORNO AREA)
TOSCANA REGION

DELIVERY DODAAC: WK9E2Z
BILLING DODAAC: WK9GHM
ORDERING OFFICE: COMM TEL: 050-540493 or -541122
COMM FAX: 050-542303

015-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 18 TANKS, WITH 35,000 LITERS TOTAL CAPACITY. ESTIMATED AVERAGE MONTHLY DELIVERY IS 8,990 LITERS. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 2,000 LITERS. DRIVER MUST REPORT TO MAIN GATE FOR ESCORT TO OFF-BASE DELIVERY SITES. MULTIPLE-DROP DELIVERY.	215,760
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF TOSCANA

CAMP DARBY, TRANSPORTATION MOTOR POOL
IT, ARMY, LIVORNO AREA (LEGHORN)
TOSCANA REGION

DELIVERY DODAAC: W81PD5
BILLING DODAAC: W81PD5
ORDERING OFFICE: COMM TEL: 050-540493 or 541122
COMM FAX: 050-542303

020-20	GASOLINE PREMIUM LEADED	TT WITH PUMP AND METER INTO 1 (ONE) 25,000 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 18,000 LITERS. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 15,000 LITERS.	200,000
020-27	GASOLINE PREMIUM UNLEADED	TT WITH PUMP AND METER INTO 2 (TWO) 25,000 LITER TANKS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 18,925 LITERS. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 15,000 LITERS.	499,663
020-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 25,000 LITER TANK. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 15,000 LITERS.	400,000

NOTE: DIESEL ITEM 020-34 WILL REPLACE LEADED GASOLINE ITEM 020-20 DURING
THE CONTRACT DELIVERY PERIOD. EFFECTIVE DATE OF THE CHANGE WILL
BE PROVIDED TO THE CONTRACTOR UPON NOTIFICATION TO DESC FROM THE
ARMY. ANY UNUSED QUANTITY IN ITEM 020-20 MAY BE TRANSFERRED TO
ITEM 020-34 WHEN THE REPLACEMENT IS MADE.

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LIVORNO, 31st RED HORSE SQUADRON, CAMP DARBY, BLDG. 5020
(AT US ARMY FUEL DEPOT, LEGHORN)
IT, USAF, FOR USAF FUELS OFFICER
TOSCANA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC: FP5682
ORDERING OFFICER: COMM TEL: 0434-667043 or -667356
COMM FAX: 0434-668146

770-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER AND 50 FEET OF HOSE INTO 1 (ONE) MOBILE FUELING UNIT WITH 4,500 LITER CAPACITY. MAXIMUM MONTHLY DELIVERY IS 15,000 LITERS, AND MINIMUM MONTHLY DELIVERY IS 2,500 LITERS.	325,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF TOSCANA

MT. SERRA, USAF DOD SITE (IN TOWNSHIP OF CALCI)
 (ABOUT 40 KM EAST of LIVORNO AND NW of PONTEDERA
 IT, NATO, FOR USAF FUELS OFFICER (AV)
 TOSCANA REGION

DELIVERY DODAAC: FP5682
 BILLING DODAAC: FP5682
 ORDERING OFFICER: COMM TEL: 0434-667043 or -667356
 COMM FAX: 0434-668146

771-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 2,100 LITER TANK. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 1,050 LITERS.	16,000
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 ITEMS IN THE REGION OF LOMBARDIA

GHEDI TORRE, GHEDI AIR BASE
 (GHEDI CLUB SERVICES, BLDG. 119)
 IT, DOD, FOR USAF FUELS OFFICER (AV)
 LOMBARDIA REGION

DELIVERY DODAAC: FP5682
 BILLING DODAAC: FP5682
 ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
 COMM FAX: 0434-668146

780-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 2,500 LITER TANK. ESTIMATED MINIMUM MONTHLY DELIVERY IS 3,785 LITERS.	100,000
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MT. CORNA, U.S. DOD SITE 168
 IT, DOD, FOR USAF FUELS OFFICER (AV)
 LOMBARDIA REGION

DELIVERY DODAAC: FP5682
 BILLING DODAAC: FP5682
 ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
 COMM FAX: 0434-668146

781-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 2 (TWO) TANKS, WITH 11,241 LITERS TOTAL CAPACITY. ESTIMATED MINIMUM DELIVERY IS 5,600 LITERS.	16,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF LOMBARDIA

GHEDI TORRE BRESCIA, 31 MUNS SQUADRON, BLDG. 5100
IT, USAF, FOR USAF FUELS OFFICER (AV)
LOMBARDIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC: FP5682
ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

782-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 2 (TWO) TANKS, WITH 11,352 LITERS TOTAL CAPACITY. ESTIMATED AVERAGE MONTHLY DELIVERY IS 3,785 LITERS.	90,850
782-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER AND HOSE OF 10 METER MINIMUM LENGTH INTO 1 (ONE) 15,000 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 12,000 LITERS. DELIVER TO GHEDI DORMITORY MONDAY THRU FRIDAY, FROM 0800 TO 1600. DRIVER MUST STOP AT BLDG 119 AND PICK UP ESCORT TO DORMITORY.	315,000

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GHEDI
IT, USAF, FOR OFF-BASE LEASED BUILDINGS (AV)
LOMBARDIA REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC: FP5682
ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

783-46_	BURNER OIL GRADE FS-2	TT WITH PUMP, METER AND ADEQUATE HOSES (AS REQUESTED BY THE ORDERING OFFICER) INTO 18 TANKS, RANGING IN SIZE FROM 1,000 TO 3,000 LITERS. ESTIMATED MONTHLY DELIVERY IS 13,800 LITERS FROM OCTOBER THRU MARCH, AND 5,180 LITERS FROM APRIL THRU SEPTEMBER. DRIVER MUST STOP AT BLDG. 119 TO PICK UP ESCORT. MULTIPLE-DROP DELIVERY.	325,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF VENETO

VICENZA, VARIOUS LOCATIONS
IT, ARMY
VENETO REGION

DELIVERY DODAAC: WK9GHJ
BILLING DODAAC: WK9GHJ
ORDERING OFFICE: COMM TEL: 0444-381267
COMM FAX: 0444-381280

022-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 27 VARIOUS TANKS ON BASE. 5 (FIVE) TANKS ARE ABOVE GROUND, WITH TOTAL CAPACITY OF 18,500 LITERS. 22 TANKS ARE UNDERGROUND, WITH TOTAL CAPACITY OF 129,863 LITERS. DELIVERY IS TO BE MADE IN FULL TRUCKLOADS. MULTIPLE-DROP DELIVERY.	15,263,732
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VICENZA, VIA DEL PONTE #170
IT, ARMY, LERINO PARACHUTE FACILITY
VENETO REGION

DELIVERY DODAAC: WK9GHJ
BILLING DODAAC: WK9GHJ
ORDERING OFFICE: COMM TEL: 0444-381267
COMM FAX: 0444-381280

025-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 14,785 LITER TANK. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 5,000 LITERS.	189,270
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CASERMA EDERLE BASE
IT, ARMY, FOR OFF-BASE BUILDINGS WITHIN VICENZA AREA
VENETO REGION

DELIVERY DODAAC: WK9B3F
BILLING DODAAC: WK9B3F
ORDERING OFFICE: COMM TEL: 0444-381267
COMM FAX: 0444-381280

026-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 18 TANKS, WITH 35,000 LITERS TOTAL CAPACITY. ESTIMATED AVERAGE MONTHLY DELIVERY IS 28,390 LITERS. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 5,000 LITERS. DRIVER MUST REPORT TO THE MAIN GATE FOR ESCORT TO OFF-BASE DELIVERY SITES. MULTIPLE-DROP DELIVERY.	681,372
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF VENETO

VICENZA, VIA DEL PONTE #170
 IT, ARMY, VICENZA EDERLE PROPERTY BOOK OFFICE
 VENETO REGION

DELIVERY DODAAC: WK9G24
 BILLING DODAAC: WK9G24
 ORDERING OFFICE: COMM TEL: 0444-381267
 COMM FAX: 0444-381280

027-27	GASOLINE PREMIUM UNLEADED	TT WITH PUMP AND METER INTO 3 (THREE) 9,800 LITER TANKS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 35,000 LITERS.	908,480
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VICENZA, NATO, AEROPORTO DEL MOLIN, 5TH ATAF
 IT, NATO, FOR FUELS OFFICER
 VENETO REGION

DELIVERY DODAAC: A00004
 BILLING DODAAC: A00004
 ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
 COMM FAX: (081) 568-5317

590-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 2 (TWO) 5,000 LITER TANKS AND 1 (ONE) 2,000 LITER TANK. ESTIMATED USAGE IS 15,000 LITERS PER YEAR. <u>ONLY TO BE</u> <u>ORDERED ON AN EMERGENCY BASIS.</u>	25,000
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590-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 6 TANKS, WITH 71,000 LITERS TOTAL CAPACITY. ESTIMATED MINIMUM MONTHLY DELIVERY IS 18,700 LITERS. <u>DELIVER ONLY</u> FROM OCTOBER THRU MAY. MULTIPLE-DROP DELIVERY.	360,000
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VERONA, NATO, COMLAND SOUTH (VR)
 PIANNEL/GOBBI AND BUSIGNANI BUILDINGS
 IT, NATO
 VENETO REGION

DELIVERY DODAAC: N35314
 BILLING DODAAC: N35314-3
 ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
 COMM FAX: (081) 568-5317

592-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 6 (SIX) TANKS, WITH 190,785 LITERS TOTAL CAPACITY. ESTIMATED MINIMUM MONTHLY DELIVERY IS 17,500 LITERS.	912,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF VENETO

NATO SITE, S. ANNA D'ALFAEDO (VERONA/LANDSOUTH) (VR)
IT, NATO
VENETO REGION

DELIVERY DODAAC: N35314
BILLING DODAAC: N35314-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

593-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 16,770 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 4,150 LITERS.	120,000
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NATO SITE, VACCANOZZI ERBEZZO (VERONA/LANDSOUTH) (VR)
IT, NATO
VENETO REGION

DELIVERY DODAAC: N35314
BILLING DODAAC: N35314-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

594-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 16,770 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 4,600 LITERS.	132,000
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MONTE COMERLATI, NATO SITE (VERONA/LANDSOUTH) (VR)
IT, NATO
VENETO REGION

DELIVERY DODAAC: N35314
BILLING DODAAC: N35314-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

595-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 9,655 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 1,000 LITERS. DELIVER <u>ONLY</u> DURING OCTOBER THRU MAY.	20,000
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SAN BERNADINO, NATO (VERONA/LANDSOUTH) (VR)
IT, NATO, MAINTENANCE BUILDING
VENETO REGION

DELIVERY DODAAC: N35314
BILLING DODAAC: N35314-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

596-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 44,005 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 4,650 LITERS. DELIVER <u>ONLY</u> DURING OCTOBER THRU MAY.	120,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF VENETO

S. FELICE NATO SITE (VERONA/LANDSOUTH) (VR)
IT, NATO
VENETO REGION

DELIVERY DODAAC: N35314
BILLING DODAAC: N35314-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

597-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 10,015 LITER TANK. ESTIMATED MINIMUM MONTHLY DELIVERY IS 2,100 LITERS.	60,000
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VERONA, NATO (AFSOUTH) ADMINISTRATION
IT, NATO, SATCOM F14, SITE III/LUGHEZZANO (AFSE)
VENETO REGION

DELIVERY DODAAC: N64771
BILLING DODAAC: N64771-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

598-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 4 (FOUR) 15,000 LITER TANKS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 1,000 LITERS.	10,000
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598-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 3 (THREE) TANKS WITH TOTAL CAPACITY OF 17,500 LITER CAPACITY. ESTIMATED AVERAGE MONTHLY DELIVERY IS 1,250 LITERS. MULTIPLE-DROP DELIVERY.	30,000
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VERONA, NATO, PASSALAUQUA BARRACKS, BLDG #8
VIALE DELL'UNIVERSITA 25, 37100 VERONA
IT, NATO
VENETO REGION

DELIVERY DODAAC: N64771
BILLING DODAAC: N64771-3
ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430
COMM FAX: (081) 568-5317

599-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 12,000 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 2,500 LITERS. DELIVER <u>ONLY</u> DURING OCTOBER THRU MAY.	40,000
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF VENETO

MT. VENDA CASTELNUOVO DI TEOLO, USAF DOD SITE
IT, DOD, PADOVA, FOR USAF FUELS OFFICER (AV)
VENETO REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC: FP5682
ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

790-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 2 (TWO) TANKS, WITH 7,319 LITERS TOTAL CAPACITY. ESTIMATED MINIMUM DELIVERY IS 3,700 LITERS.	16,000
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CEGGIA, USAF DOD SITE
(ABOUT 20 KM SW of PORTOGRUARO)
IT, NATO, FOR USAF FUELS OFFICER (AV)
VENETO REGION

DELIVERY DODAAC: FP5682
BILLING DODAAC: FP5682
ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

791-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 5,000 LITER TANK. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 2,500 LITERS.	16,000
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 ITEMS IN THE REGION OF FRIULI-VENEZIA GIULIA

PONTEBBA (75 KM NE of UDINE, 30 KM SW of TARVISIO)
IT, ARMY

FRIULI-VENEZIA GIULIA REGION
DELIVERY DODAAC: W81CYC
BILLING DODAAC: W81CYC
ORDERING OFFICE: COMM TEL: 0444-381267
COMM FAX: 0444-381280

030-20	GASOLINE PREMIUM LEADED	TT WITH PUMP AND METER INTO 1 (ONE) 10,000 LITER TANK. ESTIMATED INDIVIDUAL DELIVERY IS 5,000 LITERS.	189,270
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030-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 2 (TWO) 10,000 LITER TANKS. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 5,000 LITERS. ESTIMATED AVERAGE MONTHLY DELIVERY IS 18,925 LITERS.	454,248
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF FRIULI-VENEZIA GIULIA

AVIANO

IT, USAF, AVIANO AIR BASE AND NORTHERN SECTION OF VENICE
FOR U.S AIR FORCE OFF-BASE LEASED BUILDINGS (AV)
FRIULI-VENEZIA GIULIA REGION

DELIVERY DODAAC: FP5682

BILLING DODAAC: FP5682

ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

800-46	BURNER OIL GRADE FS-2	TT WITH PUMP, METER, AND ADEQUATE HOSES (AS REQUESTED BY ORDERING OFFICER) INTO 1,022 TANKS OF VARIOUS SIZE, WITH TOTAL CAPACITY OVER 3,500,000 LITERS. ESTIMATED MONTHLY DELIVERY IS 450,000 LITERS. MULTIPLE-DROP DELIVERY.	10,700,000
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NOTE: THE HOUSING SITES UNDER ITEM 800-46 ARE LOCATED IN THE REGION OF
FRIULI-VENEZIA GIULIA AND IN THE REGION OF VENETO.

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PORDENONE

IT, USAF, AVIANO AIR BASE, FOR FUELS OFFICER (AV)
FRIULI-VENEZIA GIULIA REGION

DELIVERY DODAAC: FP5682

BILLING DODAAC: FP5682

ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

801-32	DIESEL FUEL GRADE DF-1	TT WITH PUMP AND METER INTO 2 (TWO) 37,855 LITER TANKS AND 1 (ONE) 189,270 LITER UNDERGROUND TANK, ALL ON FLIGHT LINE. DELIVERY PERIOD IS 15 OCTOBER THRU 14 MARCH, WITH MINIMUM INDIVIDUAL DELIVERY OF ABOUT 30,000 LITERS. MINIMUM TOTAL MONTHLY DELIVERY WILL BE 121,000 LITERS, WITH AVERAGE MONTHLY DELIVERY ESTIMATED TO BE 166,000 LITERS. MULTIPLE-DROP DELIVERY.	6,300,000
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801-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 2 (TWO) 37,855 LITER TANKS AND 1 (ONE) 189,270 LITER UNDERGROUND TANK, ALL ON FLIGHT LINE. DELIVERY PERIOD IS 15 MARCH THRU 14 OCTOBER, WITH MINIMUM INDIVIDUAL DELIVERY OF ABOUT 50,000 LITERS. MINIMUM TOTAL MONTHLY DELIVERY WILL BE 121,000 LITERS, WITH AVERAGE MONTHLY DELIVERY ESTIMATED AT 166,000 LITERS. MULTIPLE-DROP DELIVERY.	6,300,000
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801-52	BURNER OIL GRADE FS-4	TT WITH PUMP AND METER INTO 6 (SIX) 45,425 LITER TANKS AT BLDG. 916. ESTIMATED AVERAGE DELIVERY IS 47,300 LITERS.	1,135,620
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ITEM
NUMBER(LITERS)
EST QTY

 ITEMS IN THE REGION OF FRIULI-VENEZIA GIULIA

PORDENONE – AVIANO AIR BASE (cont'd)

NOTE: FOR ITEMS 801-32 AND 801-34, DRIVER MUST REPORT TO FLIGHT LINE BASE FUELS MANAGEMENT OFFICE (BMFO) AT BLDG. 1048. A REPRESENTATIVE FROM THE BMFO THEN WILL ESCORT THE DRIVER TO BLDG. 1009.

NOTE: THE QUANTITY SHOWN FOR ITEM 801-52 REPRESENTS ESTIMATED USAGE OF 2 YEARS. A CHANGEOVER TO NATURAL GAS FOR AVIANO AIR BASE MAY BE MADE WITHIN THE NEAR FUTURE.

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PORDENONE

 IT, USAF, AVIANO AIR BASE, FOR FUELS OFFICER (AV)
 FRIULI-VENEZIA GIULIA REGION

DELIVERY DODAAC: FP5682

BILLING DODAAC: FP5682

 ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
 COMM FAX: 0434-668146

802-27	GASOLINE PREMIUM UNLEADED	TT WITH PUMP AND METER INTO 1 (ONE) 39,506 LITER TANK. ESTIMATED AVERAGE MONTHLY DELIVERY IS 110,000 LITERS. MINIMUM INDIVIDUAL DELIVERY IS 11,000 LITERS. MULTIPLE-DROP DELIVERY.	4,000,000
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802-46	BURNER OIL GRADE FS-2	TT WITH PUMP, METER AND 100 FT OF HOSE WITH 2" PISTOL GRIP TYPE OUTLET SERVING HANDLE. DELIVER TO 5 (FIVE) SUB-AREAS ON OR NEAR AVIANO AIR BASE. THE SUB-AREAS ARE DESCRIBED BELOW. A DELIVERY TICKET IS REQUIRED FOR EACH TANK. BMFO WILL ESCORT THE DRIVER. DELIVER FROM HOURS 0730 TO 1730 DURING MONDAY THRU FRIDAY. MULTIPLE-DROP DELIVERY.	10,200,000
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AREA 1 and 2: DELIVER TO 52 BLDGS. (WITH 52 TANKS), RANGING IN SIZE
FROM 3,785 TO 15,000 LITERS.

AREA C: DELIVER TO 4 BLDGS. (WITH 4 TANKS), RANGING IN SIZE
FROM 3,785 TO 12,000 LITERS.

AREA 600: DELIVER TO 2 BLDGS., WITH 1 (ONE) 1,500 LITER TANK
AND 1 (ONE) 3,785 LITER TANK.

AREA F: DELIVER TO 55 BLDGS (WITH 55 TANKS), RANGING IN SIZE
FROM 2,300 TO 32,174 LITERS.

OFF BASE: DELIVER TO 13 BLDGS. (WITH 13 TANKS), RANGING IN SIZE
FROM 1,000 TO 2,800 LITERS.

--*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*--

ITEM NUMBER	(LITERS) EST QTY
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ITEMS IN THE REGION OF LIGURIA

LA SPEZIA, NATO SITE
IT, NATO, NATO SACLANT UNDERSEA RESEARCH CENTER
LIGURIA REGION
DELIVERY DODAAC: A00002
BILLING DODAAC: A00002
ORDERING OFFICE: COMM TEL: 0187-540111
COMM FAX:

605-46	BURNER OIL GRADE FS-2	TT WITH PUMP AND METER INTO 1 (ONE) 10,000 LITER TANK. DELIVER 2 (TWO) TIMES EACH MONTH DURING OCTOBER THRU MARCH. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 5,000 LITERS.	140,000
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ITEMS IN THE REGION OF TRENTINO ALTO-ADIGE

TRENTO, U.S. DOD SITE MT. PAGANELLA, DET 123
IT, NATO (USAFE AV)
TRENTINO ALTO-ADIGE REGION
DELIVERY DODAAC: FB5682
BILLING DODAAC: FP5682
ORDERING OFFICE: COMM TEL: 0434-667043 or -667519
COMM FAX: 0434-668146

810-34	DIESEL FUEL GRADE DF-2	TT WITH PUMP AND METER INTO 1 (ONE) 10,000 LITER TANK. ESTIMATED MINIMUM INDIVIDUAL DELIVERY IS 5,000 LITERS, TO BE MADE AS REQUIRED.	16,000
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NOTE: DELIVERY TO BE MADE AFTER OBTAINING ROAD ACCESS FROM THE COMMUNE
OF TERLAGO. U.S. GOVT. PERSONNEL FROM DETACHMENT 123 WILL MEET THE
DRIVER AT THE TOWN HALL IN TERLAGO AND PROVIDE ESCORT TO THE SITE.

--*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*-- --*--

ITEM
NUMBER(LITERS)
EST QTY

 SPECIAL F.O.B. ORIGIN ITEMS

CONTRACTOR STORAGE POINTS

DELIVERY DODAAC: N62588

BILLING DODAAC: N62588-3 (CODE 40P)

ORDERING OFFICE: COMM TEL: (081) 568-5439 or -5430

COMM FAX: (081) 568-5317

610-27	GASOLINE PREMIUM UNLEADED	F.O.B. ORIGIN OPERATING TANKS ON U.S. MILITARY AND NATO FUEL TRUCKS AT VARIOUS CONTRACTOR STORAGE POINTS. ESTIMATED AVERAGE MONTHLY PICK-UP IS 6,000 LITERS.	150,000
610-34	DIESEL FUEL GRADE DF-2	F.O.B. ORIGIN OPERATING TANKS ON U.S. MILITARY AND NATO FUEL TRUCKS AT VARIOUS CONTRACTOR STORAGE POINTS. ESTIMATED AVERAGE MONTHLY PICK-UP IS 6,000 LITERS.	150,000

NOTE: U.S. NAVY SUPPORT ACTIVITY OFFICE AT NAPLES (CODE 40P) WILL ISSUE MONTHLY ORDERS. ORDERS WILL INDICATE TO THE CONTRACTOR THE STORAGE DEPOTS WHERE THE U.S. GOVERNMENT WILL PICK UP THE FUEL.

!!! IMPORTANT NOTE TO ALL POTENTIAL OFFERS !!!

THE COMBINED QUANTITY (300,000 LITERS) OF ITEMS 610-27 AND 610-34 WILL BE AWARDED AS AN AGGREGATE AMOUNT TO A SINGLE CONTRACTOR. THUS, THE OFFEROR SUBMITTING PRICES FOR THESE 2 ITEMS WHICH ARE CALCULATED TO BE THE LOWEST OVERALL COST TO THE GOVERNMENT WILL BE AWARDED THE TOTAL AMOUNT AS SHOWN.

SPECIAL NOTES:**1. IMPORTANT – For OFFERORS and the U.S. MILITARY !!!! - REPORT OF CONSUMPTION**

(a) In order to obtain clearance for tax exemption, the Contractor must submit to the Property Tax Administrator at the Naval Support Activity in Naples, (Code 40P), within 30 days after the end of each month, all proof of delivery tickets, plus an itemized list of consumption broken down by product and by commands located in Italy, for preparation of the quarterly consumption report by the U.S. Government. The procedure of granting tax exemption to the Contractor varies and depends on the Contractor's tax-free storage capacity.

(b) From the Italian Ministry of Finance, the U.S. Government in Naples shall obtain quarterly plafonds (ceilings), which shall be replenished quarterly, for all the products listed in the contract. The plafonds shall be based on the report of actual consumption, which is submitted by the U.S. Government to the Italian Ministry of Finance via the Italian Ministry of Defense.

2. To the attention of all **PAYING OFFICERS**: Please note under Clause G150.0-7, SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S), that a received copy of the Contractor's delivery document and a properly executed invoice is evidence of delivery and **basis for payment**. Paying offices will initiate payment procedures immediately upon receipt of these properly prepared/executed documents.

3. To the Attention of All **ORDERING OFFICERS**: One (1) copy of each order placed with a contractor **must** be forwarded to the U.S. Naval Support Activity, Naples, Italy, ATTN: Code 40P.

4. Payment for all products will be made in Italian Lira until such time when the EURODOLLAR becomes the official currency of Italy.

5. For Item 554-34, which requires the use of MUSE generators, U.S. military personnel and the Contractor's driver must state on the delivery tickets the time of arrival at the site and departure of the tank truck from that same site. Contractor will place product and detention charges on separate invoices. It is to be noted that all products loaded into the truck **must** be discharged at the site, as Italian Customs regulations prohibit product being returned to the depot. Ordering Officer's are cautioned to order **only** the quantity which can be consumed by the MUSE generators.

6. Items 545-27 and 545-34 require delivery into Contractor-owned storage tanks. These tanks are expected to be removed and replaced by Government-owned tanks on or about 7 January 2000. DESC will advise you when the actual replacement occurs.

7. TO OFFERORS: Certain items listed in the delivery schedule may not require continuous delivery on either a weekly or monthly basis. Some of these items may require fuel only during the winter months of October thru early May, while other items may place orders for quarterly deliveries only. To resolve specific questions you might have concerning the historical ordering/delivery record of any particular item, it is suggested that you call the Ordering Office for that installation or contact the U.S. Naval Support Activity, Naples, Italy (NAVSUPACT Naples, ATTN: Code 40P). Their commercial phone number is 568-5439 or 568-5430. Their fax number is 568-5317.

8. TO OFFERORS AND U.S. AIR FORCE PERSONNEL: Please note that the items being used by the USAF have been renumbered. If you desire a list of these items showing their item number for both the 1998 and 2000 solicitations, please call, fax, or e-mail Mr. Stephen Tidler or Mr. Anthony Ranese at DESC-PEC.

REQUIRED REGULATORY COMMERCIAL ITEM PROVISIONS AND CLAUSES**PREAWARD****K1.01-9 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (ALT I)
(JUN 1999/OCT 1998)****(a) DEFINITIONS.** As used in this provision--

(1) **Emerging small business** means a small business concern whose size is no greater than 50 percent of the numerical size standard for the standard industrial classification code designated.

(2) **Small business concern** means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

(3) Women-owned small business concern means a small business concern--

(i) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(ii) Whose management and daily business operations are controlled by one or more women.

(4) **Women-owned business concern** means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) TAXPAYER IDENTIFICATION NUMBER (TIN) (26 U.S.C. 6050M). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (b)(3) through (b)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) TAXPAYER IDENTIFICATION NUMBER (TIN).

- ☐ TIN: _____
- ☐ TIN has been applied for.
- ☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of a Federal, state, or local government;

☐ Other. State basis. _____

(4) TYPE OF ORGANIZATION.

- ☐ Sole proprietorship;
- ☐ Partnership;
- ☐ Corporate entity (not tax-exempt);
- ☐ Corporate entity (tax-exempt);
- ☐ Government entity (Federal, State, or local);
- ☐ Foreign government;
- ☐ International organization per 26 CFR 1.6049-4;
- ☐ Other: _____.

(5) COMMON PARENT.

☐ Offeror is not owned or controlled by a common parent.

☐ Name and TIN of common parent:

Name _____

TIN _____

K1.01-9 (CONT'D)

(c) Offerors must complete the following representations when the resulting contract is to be performed inside the United States, its territories or possessions, Puerto Rico, the Trust Territory of the Pacific Islands, or the District of Columbia. Check all that apply.

(1) **SMALL BUSINESS CONCERN.** The offeror represents as part of its offer that it--

☐ is
☐ is not

a small business concern.

(2) **SMALL DISADVANTAGED BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents, for general statistical purposes, that it--

☐ is
☐ is not

a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) **WOMEN-OWNED SMALL BUSINESS CONCERN. (Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it--

☐ is
☐ is not

a women-owned small business concern.

NOTE: Complete paragraphs (c)(4) and (c)(5) only if this solicitation is expected to exceed the simplified acquisition threshold.

(4) **WOMEN-OWNED BUSINESS CONCERN (OTHER THAN SMALL BUSINESS CONCERN). (Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.)** The offeror represents that it -

☐ is

a woman-owned business concern.

(5) **TIE BID PRIORITY FOR LABOR SURPLUS AREA CONCERNS.** If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price.

(6) **SMALL BUSINESS SIZE FOR THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM AND FOR THE TARGETED INDUSTRY CATEGORIES UNDER THE SMALL BUSINESS COMPETITIVENESS DEMONSTRATION PROGRAM.** (Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.)

(i) **(Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the four designated industry groups (DIGs)).** The offeror represents as part of its offer that it--

☐ is
☐ is not

an emerging small business.

(ii) **(Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or four designated industry groups (DIGs)).** The offeror represents as follows:

K1.01-9 (CONT'D)

(A) The offeror's number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) The offeror's average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following:)

<u>NUMBER of EMPLOYEES</u>	<u>AVERAGE ANNUAL GROSS REVENUES</u>
<input type="checkbox"/> 50 or fewer	<input type="checkbox"/> \$1 million or less
<input type="checkbox"/> 51 - 100	<input type="checkbox"/> \$1,000,001 - \$2 million
<input type="checkbox"/> 101 - 250	<input type="checkbox"/> \$2,000,001 - \$3.5 million
<input type="checkbox"/> 251 - 500	<input type="checkbox"/> \$3,500,001 - \$5 million
<input type="checkbox"/> 501 - 750	<input type="checkbox"/> \$5,000,001 - \$10 million
<input type="checkbox"/> 751 - 1,000	<input type="checkbox"/> \$10,000,001 - \$17 million
<input type="checkbox"/> Over 1,000	<input type="checkbox"/> Over \$17 million

(7) (Complete only if the solicitation contains the clause at FAR 52.219-23, NOTICE OF PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS, or FAR 52.219-25, SMALL DISADVANTAGED BUSINESS PARTICIPATION PROGRAM - DISADVANTAGED STATUS AND REPORTING, and the offeror desires a benefit based on its disadvantaged status.)

(i) **GENERAL.** The offeror represents that either--

(A) It--

- ☐ is
☐ is not

certified by the Small Business Administration as a small disadvantaged business concern and is listed, on the date of this representation, on the register of small disadvantaged business concerns maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It--

- ☐ has
☐ has not

submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) JOINT VENTURE UNDER THE PRICE EVALUATION ADJUSTMENT FOR SMALL DISADVANTAGED BUSINESS CONCERNS. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(7)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.

K1.01-9 (CONT'D)

(8) **(Complete if the offeror represented itself as disadvantaged in paragraph (b)(2) of this provision.)** The offeror shall check the category in which its ownership falls:

- ☐ Black American
- ☐ Hispanic American
- ☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- ☐ Asian Pacific American (persons with origin from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
- ☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
- ☐ Individual/concern, other than one of the preceding.

(d) **CERTIFICATIONS AND REPRESENTATIONS REQUIRED TO IMPLEMENT PROVISIONS OF EXECUTIVE ORDER 11246.**

(1) **PREVIOUS CONTRACTS AND COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has
- ☐ has not

participated in a previous contract or subcontract subject to the EQUAL OPPORTUNITY clause of this solicitation; and

(ii) It--

- ☐ has
- ☐ has not

filed all required compliance reports.

(2) **AFFIRMATIVE ACTION COMPLIANCE.** The offeror represents that--

(i) It--

- ☐ has developed and has on file
- ☐ has not developed and does not have on file

at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 CFR Subparts 60-1 and 60-2), or

(ii) It--

☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K1.01-9 (CONT'D)**(e) CERTIFICATION REGARDING PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS (31 U.S.C. 1352).**

(Applies only if the contract is expected to exceed \$100,000). By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract.

(f) BUY AMERICAN ACT - TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7007, TRADE AGREEMENTS ACT, is incorporated by reference in this solicitation.)**(1) The offeror certifies that--**

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products" but do not meet the definition of "domestic end product":

(Insert line item no.)

(ii) The offeror certifies that the following supplies are qualifying country end products:

(Insert line item no.)

(Insert country of origin)

(iii) The offeror certifies that the following supplies are qualify as designated country end products:

(Insert line item no.)

(Insert country of origin)

(iv) The offeror certifies that the following supplies qualify as Caribbean Basin country end products:

(Insert line item no.)

(Insert country of origin)

(v) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item no.)

(Insert country of origin)

(vi) The offeror certifies that the following supplies are other nondesignated country end products:

(Insert line item no.)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, designated country end products, NAFTA country end products, and Caribbean Basin country end products over other end products.

(g) BUY AMERICAN ACT - NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT - BALANCE OF PAYMENTS PROGRAM CERTIFICATE. (Applies only if DFARS clause 252.225-7036, NORTH AMERICAN FREE TRADE AGREEMENT (NAFTA) IMPLEMENTATION ACT, clause is incorporated by reference in this solicitation.)

K1.01-9 (CONT'D)

(1) The offeror certifies that--

(i) Each end product, except the end products listed in subparagraph (2) below, is a domestic end product (as defined in the BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM clause of this solicitation); and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror must identify and certify all end products that are not domestic end products.

(i) The offeror certifies that the following supplies qualify as "U.S.-made end products," but do not meet the definition of "domestic end products":

(Insert line item number)

(ii) The offeror certifies that the following supplies are qualifying country (except Canada) end products:

(Insert line item number)

(Insert country of origin)

(iii) The offeror certifies that the following supplies qualify as NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(iv) The offeror certifies that the following supplies are other non-NAFTA country end products:

(Insert line item number)

(Insert country of origin)

(LIST AS NECESSARY)

(3) Offers will be evaluated by giving preference to U.S.-made end products, qualifying country end products, or NAFTA country end products over other end products.

(h) **CERTIFICATION REGARDING DEBARMENT, SUSPENSION OR INELIGIBILITY FOR AWARD (EXECUTIVE ORDER 12549).**

The offeror certifies, to the best of its knowledge and belief, that--

(1) The offeror and/or any of its principals

[] are

[] are not

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency,

and

(2) [] Have

[] Have not,

K1.01-9 (CONT'D)

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract ; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

- [] are
[] are not

presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses.
(FAR 52.212-3/Alt I)

K1.05 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 1995)

(a) **DEFINITIONS.** As used in this clause--

(1) **Foreign person** means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec 2415).

(2) **United States person** is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern that is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) **CERTIFICATION.** By submitting this offer, the offeror, if a foreign person, company, or entity, certifies that it--

- (1) Does not comply with the Secondary Arab Boycott of Israel; and
(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec 2407(a) prohibits a United States person from taking.

(DFARS 252.212-7000)

L2.05-5 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)

(a) **AMENDMENTS TO SOLICITATIONS.** If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(b) **MASTER SOLICITATION.**

(1) This solicitation is [**X**], is not [] a master solicitation for the **Italy Posts Camps and Stations (PC&S) Purchase Program**. If this is a master solicitation, it will contain the terms and conditions for this solicitation and for future supplemental solicitations in the program year. Each supplemental solicitation will incorporate by reference the same terms and conditions as this master solicitation, except as specifically stated in that supplemental solicitation. The identical terms and conditions will not be repeated. (Therefore, if this is a master solicitation, it should be retained for the duration of the program.) However, each supplemental solicitation will be considered a separate and individual solicitation.

(2) The initial opening/closing date for the solicitation is **23 November 1999**. Subsequent openings/closings for future requirements will be on an as-required basis starting with the first supplemental solicitation and thereafter until the end of the program ordering period as stated in the solicitation.

(c) **SUBMISSION, MODIFICATION, REVISION, AND WITHDRAWAL OF OFFERS.**

(1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, signed and dated offers and modifications thereto shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror at or before the exact time specified in this solicitation. Offerors using commercial carriers should ensure that the offer is marked on the outermost wrapper with the information in subdivisions (i) and (ii) above. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation.

(2) The first page of the offer must show--

- (i) The solicitation number;
(ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);
(iii) Include name, title, and signature of person authorized to sign the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
(iv) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
(v) Terms of any express warranty;
(vi) Price and any discount terms; and
(vii) A completed copy of the representations and certifications in the Offeror Submission Package.

L2.05-5 (CONT'D)**(3) IFBs ONLY.**

(i) Facsimile bids are authorized for this solicitation.

(ii) EVALUATION - Net Payment Terms. Offers under an IFB that include net payment terms less than 30 days will be determined nonresponsive.

(iii) Prices shall be offered on an economic price adjustment basis only. Firm prices will be nonresponsive and will be rejected.

(iv) The prices set forth on the Price Data Sheet in the block marked "Bid Price" will be a per gallon price. These prices shall not exceed six digits to the right of the decimal (e.g., \$1.030454).

(4) RFPs ONLY.

(i) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or that reject the terms and conditions of the solicitation may be excluded from consideration.

(ii) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and

(d) STANDARD INDUSTRIAL CLASSIFICATION (SIC) CODE AND SMALL BUSINESS SIZE STANDARD. The SIC code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern that submits an offer in its own name, but which proposes to furnish an item that it did not itself manufacture, is 500 employees.

(e) PERIOD FOR ACCEPTANCE OF OFFERS. The offeror agrees to hold the prices in its offer firm for 120 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(f) PRODUCT SAMPLES. When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(g) MULTIPLE OFFERS. Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(h) LATE OFFERS.

(1) FOR IFBs. See the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision in Addendum 1.

(2) FOR RFPs.

(i) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and--

(A) It was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);

(B) It was sent by mail (or telegram or facsimile, if authorized) or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after receipt at the Government installation;

(C) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term working days excludes weekends and U.S. Federal holidays;

(D) It was transmitted through an electronic commerce method authorized by the solicitation and was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals;

(E) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or

(F) It is the only proposal received.

(ii) Any modification or revision of a proposal or response to request for information, including any final proposal revision, is subject to the same conditions as in subparagraphs (c)(3)(i)(A) through (c)(3)(i)(E) of this provision.

(iii) The only acceptable evidence to establish the date of mailing of a late proposal or modification or revision sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the proposal, response to a request for information, or modification or revision shall be processed as if mailed late. Postmark means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offeror or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(iv) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

L2.05-5 (CONT'D)

(v) The only acceptable evidence to establish the date of mailing of a late offer, modification or revision, or withdrawal sent by Express mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. Postmark has the same meaning as defined in paragraph (c)(3)(iii) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors or respondents should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(vi) Notwithstanding paragraph (c)(3)(i) of this provision, a late modification or revision of an otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(vii) Proposals may be withdrawn by written notice or telegram (including mailgram) received at any time before award. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the FACSIMILE PROPOSALS provision. Proposals may be withdrawn in person by an offeror or an authorized representative, if the representative's identity is made known and the representative signs a receipt for the proposal before award.

(viii) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume. If no time is specified in the solicitation, the time for receipt is 3:00, local time for the designated Government office.

(i) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.

(j) Proposals submitted in response to this solicitation shall be in English and in U.S. dollars unless otherwise permitted by the solicitation.

(k) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.

(l) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.

(m) CONTRACT AWARD.

(1) RFPs ONLY (not applicable to IFBs).

(i) While the Government intends to evaluate offers and award a contract without discussions, it reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary.

(ii) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

(iii) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.

(2) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the Government, cost or price and other factors (including subfactors) specified elsewhere in this solicitation, considered.

(3) The Government may reject any or all offers if such action is in the Government's interest.

(4) The Government may waive informalities and minor irregularities in offers received.

(5) The Government may accept any item or group of items of a proposal, unless the offeror qualifies the proposal by specific limitations. Unless otherwise provided in the Schedule, proposals may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.

(6) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time specified in the offer shall result in a binding contract without further action by either party.

(7) The Government may disclose the following information in postaward debriefings to other offerors:

(i) The overall evaluated cost or price and technical rating of the successful offeror;

(ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;

(iii) A summary of the rationale for award; and

(iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

(n) AVAILABILITY OF REQUIREMENTS DOCUMENTS CITED IN THE SOLICITATION.

(1) (i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA, FEDERAL SUPPLY SERVICE SPECIFICATIONS SECTION
470 L'ENFANT PLAZA, SW, SUITE 8100
WASHINGTON, DC 20407
TELEPHONE: (202) 619-8925
FAX: (202) 619-8978

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the address in (i) above. Additional copies will be issued for a fee.

L2.05-5 (CONT'D)

- (2) The DOD Index of Specifications and Standards (DoDISS) and documents listed in it may be obtained from the--

DEPARTMENT OF DEFENSE SINGLE STOCK POINT (DODSSP)
 BUILDING 4, SECTION D
 700 ROBBINS AVENUE
 PHILADELPHIA, PA 19111-5094
 TELEPHONE: (215) 697-2179
 FAX: (215) 697-1462

- (i) Automatic distribution may be obtained on a subscription basis.
 (ii) Order forms, pricing information, and customer support information may be obtained--
 (A) By telephone at (215) 697-2179; or
 (B) Through the DoDSSP Internet site at <http://www.dodssp.dla.mil>.

- (3) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(o) DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER. (**Applies to offers exceeding \$25,000**) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet to obtain one at no charge. An offeror within the United States may call 1-800-333-0505. The offeror may obtain more information regarding the DUNS number, including locations of local Dun and Bradstreet Information Services offices for offerors located outside the United States, from the Internet home page at <http://www.customerservice@dnb.com>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at globalinfo@mail.dnb.com.

(FAR 52.212-1, tailored/DESC 52.212-9F20)

POSTAWARD

II.03-3 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (PC&S) (DESC AUG 1999)

(a) INSPECTION/ACCEPTANCE.

(1) The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. The Government must exercise its post-acceptance rights (i) within a reasonable time after the defect was discovered or should have been discovered; and (ii) before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(2) Also see the REQUESTS FOR WAIVERS AND DEVIATIONS clause in the Addendum.

(b) **ASSIGNMENT.** The Contractor or its assignee's right to be paid amounts due as a result of performance of this contract, may be assigned to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727).

(c) **CHANGES.** Changes in the terms and conditions of this contract may be made only by written agreement of the parties .

(d) **DISPUTES.** This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, DISPUTES, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) **DEFINITIONS.** The clause at FAR 52.202-1, DEFINITIONS, is incorporated herein by reference.

(f) **EXCUSABLE DELAYS.** The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the control of the Contractor and without its fault or negligence, such as acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

11.03-3 (CONT'D)

(g) **INVOICE.** The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

- (1) Name and address of the Contractor;
- (2) Invoice date;
- (3) Contract number, contract line item number, and, if applicable, the order number;
- (4) Description, quantity, unit of measure, unit price, and extended price of the item delivered;
- (5) Shipping number and date of shipment including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (6) Terms of any prompt payment discount offered;
- (7) Name and address of official to whom payment is to be sent; and
- (8) Name, title, and phone number of person to be notified in event of defective invoice.

Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Contractors are encouraged to assign an identification number to each invoice.

(h) **PATENT INDEMNITY.** The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) **PAYMENT.** Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) Circular A-125, Prompt Payment. Prompt payment discount will be applied to the total amount of each invoice. If the Government makes payment by Electronic Funds Transfer (EFT), see 52.212-5(b) for the appropriate EFT clause. In the event electronic funds transfers cannot be processed, the Government retains the option to make payment under this contract by check. In connection with any discount offered for early payment, time shall be computed from the date the invoice was received. For the purposes of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the date on which an EFT was made.

(j) **RISK OF LOSS.** Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon--

- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) **TAXES.** See Addendum 2.

(l) **TERMINATION FOR THE GOVERNMENT'S CONVENIENCE.** The Government reserves the right to terminate this contract, or any part thereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms and conditions of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purposes. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) **TERMINATION FOR CAUSE.** The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) **TITLE.** Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) **WARRANTY.** The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) **LIMITATION OF LIABILITY.** Except as otherwise provided by an express or implied warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) **OTHER COMPLIANCES.** The Contractor shall comply with all applicable Federal, State, and local laws, executive orders, rules, and regulations applicable to its performance under this contract.

11.03-3 (CONT'D)

(r) **COMPLIANCE WITH LAWS UNIQUE TO GOVERNMENT CONTRACTS.** The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 327 et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986, 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistle blower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) **ORDER OF PRECEDENCE.** Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services;
- (2) The Assignments; Disputes, Payments; Invoices; Other Compliances; and Compliance with Laws Unique to Government Contracts paragraphs of this clause;
- (3) The clause at 52.212-5;
- (4) Addenda to this solicitation or contract, including any license agreements for computer software;
- (5) Solicitation provisions if this is a solicitation;
- (6) Other paragraphs of this clause;
- (7) Standard Form 1449;
- (8) Other documents, exhibits, and attachments; and
- (9) The specification.

(FAR 52.212-4, **tailored**/DESC 52.212-9F50)

11.04 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (MAY 1999)

(a) The Contractor agrees to comply with the following FAR clauses, which are incorporated in this contract by reference, to implement provisions of law or executive orders applicable to acquisitions of commercial items:

- (1) 52.222-3, Convict Labor (E.O. 11755); and
- (2) 52.233-3, Protest After Award (31 U.S.C. 3553).

(b) The Contractor agrees to comply with the FAR clauses in this paragraph (b), which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer shall check as appropriate.)

☒ 52.203-6, Restrictions on Subcontractor Sales to the Government, with Alternate I (41 U.S.C. 253g and 10 U.S.C. 2402).

☐ 52.219-3, Notice of Total HUBZone Small Business Set-Aside (Jan 1999).

☐ 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer).

☐ 52.219-5, Very Small Business Set-Aside (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994). ☐ Alt I. ☐ Alt II.

☐ 52.219-8, Utilization of Small Business Concerns (15 U.S.C. 637(d)(2) and (3)).

☐ 52.219-9, Small Business Subcontracting Plan (15 U.S.C. 637 (d)(4)).

☐ 52.219-14, Limitation on Subcontracting (15 U.S.C. 637(a)(14)).

☐ 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer). ☐ Alt I.

☐ 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

11.04 (CONT'D)

☐ 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

☐ 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

☒ 52.222-26, Equal Opportunity (E.O. 11246).

☒ 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☒ 52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

☐ 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212).

☐ 52.225-3, Buy American Act - Supplies (41 U.S.C. 10).

☐ 52.225-9, Buy American Act - Trade Agreements Act - Balance of Payments Program (41 U.S.C. 10, 19 U.S.C. 2501-2582).

☐ 52.225-18, European Union Sanction for End Products (E.O. 12849).

☐ 52.225-19, European Union Sanction for Services (E.O. 12849).

☐ 52.225-21, Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (41 U.S.C. 10, Pub. L. 103-187). ☐ Alt I.

☐ 52.232-33, Payment by Electronic Funds Transfer -- Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-34, Payment by Electronic Funds Transfer -- Other than Central Contractor Registration (31 U.S.C. 3332).

☐ 52.232-36, Payment by Third Party (31 U.S.C. 3332).

☐ 52.239-1, Privacy or Security Safeguards (5 U.S.C. 552a).

☐ 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241).

(c) The Contractor agrees to comply with FAR clauses in this paragraph (c), applicable to commercial services, which the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components:

(Contracting Officer check as appropriate)

☐ 52.222-41, Service Contract Act of 1965, as amended (41 U.S.C. 351, et seq.).

☐ 52.222-42, Statement of Equivalent Rates for Federal Hires (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-43, Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multiple Year and Option Contracts) (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-44, Fair Labor Standards Act and Service Contract Act - Price Adjustment (29 U.S.C. 206 and 41 U.S.C. 351 et seq.).

☐ 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreement (CBA) (41 U.S.C. 351 et seq.).

11.04 (CONT'D)

(d) **COMPTROLLER GENERAL EXAMINATION OF RECORD.** The Contractor agrees to comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, AUDIT AND RECORDS - NEGOTIATION.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the DISPUTES clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to include any FAR clause, other than those listed below (and as may be required by any addenda to this paragraph to establish the reasonableness of prices under Part 15), in a subcontract for commercial items or commercial components:

52.222-26, Equal Opportunity (E.O. 11246);

52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212); and

52.222-36, Affirmative Action for Workers with Disabilities (29 U.S.C. 793).

52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (46 U.S.C. 1241) (flow down not required for subcontracts awarded beginning May 1, 1996).

(FAR 52.212-5)

11.05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 1999)

(a) The Contractor agrees to comply with the Defense Federal Acquisition Regulation Supplement (DFARS) Clause 252.247-7023, Transportation of Supplies by Sea, which is included in this contract by reference to implement 10 U.S.C. 2631.

(b) The Contractor agrees to comply with any clause that is checked on the following list of DFARS clauses which, if checked, is included in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items or components.

- | | | |
|-------------------------------------|--------------|---|
| <input type="checkbox"/> | 252.205-7000 | Provision of Information to Cooperative Agreement Holders, 10 U.S.C. 2416 |
| <input type="checkbox"/> | 252.206-7000 | Domestic Source Restriction, 10 U.S.C. 2304 |
| <input type="checkbox"/> | 252.219-7003 | Small, Small Disadvantaged, and Women-Owned Small Business Subcontracting Plan (DoD Contracts), 15 U.S.C. 637 |
| <input type="checkbox"/> | 252.225-7001 | Buy American Act and Balance of Payments Program, 41 U.S.C. 10a-10-d, E.O. 10582 |
| <input checked="" type="checkbox"/> | 252.225-7007 | Buy American Act -Trade Agreements Act - Balance of Payments Program, 41 U.S.C. 10a-10d, 19 U.S.C. 2501-2518, and 19 U.S.C. 3301 note |
| <input type="checkbox"/> | 252.225-7012 | Preference for Certain Domestic Commodities |
| <input type="checkbox"/> | 252.225-7014 | Preference for Domestic Specialty Metals. - 10 U.S.C. 2341 note |
| <input type="checkbox"/> | 252.225-7015 | Preference for Domestic Hand or Measuring Tools. - 10 U.S.C. 2241 note |
| <input type="checkbox"/> | 252.225-7021 | Trade Agreements, 19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note |
| <input type="checkbox"/> | 252.225-7027 | Restriction on Contingent Fees for Foreign Military Sales, 22 U.S.C. 2779 |
| <input type="checkbox"/> | 252.225-7028 | Exclusionary Policies and Practices of Foreign Governments, 22 U.S.C. 2755 |
| <input type="checkbox"/> | 252.225-7029 | Preference for United States or Canadian Air Circuit Breakers, 10 U.S.C. 2534(a)(93) |

11.05 (CONT'D)

- ☒ 252.225-7036 Buy American Act - North American Free Trade Agreement Implementation Act - Balance of Payments Program (☐ Alt I), 41 U.S.C. 10a-10d and 19 U.S.C. 3301 note
- ☐ 252.227-7015 Technical Data Commercial Items, 10 U.S.C. 2320
- ☐ 252.227-7037 Validation of Restrictive Markings on Technical Data, 10 U.S.C. 2321
- ☐ 252.243-7002 Requests for Equitable Adjustment, 10 U.S.C. 2410
- ☐ 252.247-7024 Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631

(c) In addition to the clauses listed in paragraph (b) of the CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL ITEMS clause of this contract, the Contractor shall include the terms of the following clause, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under the contract.

- ☐ 252.225-7014 Preference for Domestic Specialty Metals, Alternate I (10 U.S.C. 2241 note).

(DFARS 252.212-7001)

ADDENDUM #1
OTHER REGULATORY AND LOCAL SOLICITATION PROVISIONS
PREAWARD SOLICITATION PROVISIONS

K33.01 AUTHORIZED NEGOTIATORS (DESC JAN 1998)

The first page of the offer must show names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate with the Government on the offeror's behalf in connection with this solicitation. The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations.

(DESC 52.215-9F28)

K85 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (MAR 1998)

(a) **DEFINITIONS.** As used in this provision--

(1) **Government of a terrorist country** includes the state and the government of a terrorist country, as well as any political subdivision, agency, or instrumentality thereof.

(2) **Terrorist country** means a country determined by the Secretary of State, under Section 6(j)(1)(A) of the Export Administration Act of 1979 (50 U.S.C. App. 2405(j)(i)(A)), to be a country the government of which has repeatedly provided support for acts of international terrorism. As of the date of this provision, terrorist countries include Cuba, Iran, Iraq, Libya, North Korea, Sudan, and Syria.

(3) **Significant interest**, as used in this provision means--

(i) Ownership of or beneficial interest in 5 percent or more of the firm's or subsidiary's securities. Beneficial interest includes holding 5 percent or more of any class of the firm's securities in "nominee shares," "street names," or some other method of holding securities that does not disclose the beneficial owner;

(ii) Holding a management position in the firm, such as director or officer;

(iii) Ability to control or influence the election, appointment, or tenure of directors or officers in the firm;

(iv) Ownership of 10 percent or more of the assets of a firm such as equipment, buildings, real estate, or other tangible assets of the firm; or

(v) Holding 50 percent or more of the indebtedness of a firm.

(b) **PROHIBITION ON AWARD.** In accordance with 10 U.S.C. 2327, no contract may be awarded to a firm or subsidiary of a firm if the government of a terrorist country has a significant interest in the firm or subsidiary or, in the case of a subsidiary, the firm that owns the subsidiary, unless a waiver is granted by the Secretary of Defense.

K85 (CONT'D)**(c) DISCLOSURE.**

If the government of a terrorist country has a significant interest in the offeror or a subsidiary of the offeror, the offeror shall disclose such interest in an attachment to its offer. If the offeror is a subsidiary, it shall also disclose any significant interest each government has in any firm that owns or controls the subsidiary. The disclosure shall include--

- (1) Identification of each government holding a significant interest; and
- (2) A description of the significant interest held by each Government.

(DFARS 252.209-7001)

K86 FOREIGN TAXES (DESC JUN 1987)

As stated in the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, unless the contract provides otherwise, the contract price must include all applicable taxes and duties. In accordance with the TAXES - FOREIGN FIXED-PRICE CONTRACTS clause, the offeror shall list below, in paragraph (a), the specific name and amount of the foreign taxes included in the price. If, when permitted by the contract, foreign taxes are not included in the offered price but are expected to be invoiced separately, the offeror shall list the specific name and amount of these taxes in paragraph (b) below.

- (a) Foreign taxes included in the contract price are as follows:

NAME OF TAXAMOUNT

- (b) Foreign taxes invoiced separately are as follows:

NAME OF TAXAMOUNT

(DESC 52.229-9F10)

L2.11-2 FACSIMILE PROPOSALS (OCT 1997)

(a) **DEFINITION. Facsimile proposal**, as used in this provision, means a proposal, revision, or modification of a proposal, or withdrawal of a proposal that is transmitted to and received by the Government via facsimile machine.

(b) Offerors may submit facsimile proposals as responses to this solicitation. Facsimile proposals are subject to the same rules as paper proposals.

(c) The telephone number of receiving facsimile equipment is **(703) 767-8506**.

(d) If any portion of a facsimile proposal received by the Contracting Officer is unreadable to the degree that conformance to the essential requirements of the solicitation cannot be ascertained from the document—

(1) The Contracting Officer immediately shall notify the offeror and permit the offeror to resubmit the proposal;

(2) The method and time for resubmission shall be prescribed by the Contracting Officer after consultation with the offeror; and

(3) The resubmission shall be considered as if it were received at the date and time of the original unreadable submission for the purpose of determining timeliness, provided the offeror complies with the time and format requirements for resubmission prescribed by the Contracting Officer.

(e) The Government reserves the right to make award solely on the facsimile proposal. However, if requested to do so by the Contracting Officer, the apparently successful offeror promptly shall submit the complete original signed proposal.

(FAR 52.215-5)

L2.21 AUTHORIZED DEVIATIONS IN PROVISIONS (APR 1984)

(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the provision.

(b) The use in this solicitation of any DOD FAR Supplement Regulation (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(FAR 52.252-5)

L2.28 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotations or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provisions by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

FAR/DFARS: <http://farsite.hill.af.mil/>

FAR/DFARS: <http://www-far.npr.gov/>

DLAD: <http://www.procregs.hq.dla.mil>

DESC: <http://www.desc.dla.mil/main/aboutdfs.htm>

(FAR 52.252-1)

L5.01 AGENCY PROTESTS (DESC AUG 1997) - DLAD

(a) Parties protesting this procurement may file a protest (1) with the Contracting Officer, (2) with the General Accounting Office, or (3) pursuant to Executive Order 12979, with the DESC Commodity Business Unit Director.

(b) Protests filed with the Director, DESC Commodity Business Unit, pursuant to Executive Order 12979 should be addressed to the Contracting Officer, but should clearly state that they are an "Agency Level Protest under Executive Order 12979." The Contracting Officer will forward the protest to the DESC Director of the appropriate commodity business unit for a decision. (This process allows for a higher level decision on the initial protest; it is not a review of a Contracting Officer's decision on a protest filed with the Contracting Officer.)

(c) Absent a clear indication of the intent to file an agency level protest under Executive Order 12979, protests will be presumed to be protests to the Contracting Officer.

(d) To the maximum extent possible, all parties shall use their best efforts to resolve concerns at the Contracting Officer level through frank and open discussions.

(DLAD 52.233-9000, revised)

L40 RESTRICTIONS UNDER ITALIAN LAW (DESC SEP 1978)

Contracts for delivery hereunder (f.o.b. points in Italy) will be concluded only with firms licensed to do business in Italy. Invoices will be paid in Italian Lire for all products with the exception of Avgas and Jet Fuel, which will be invoiced and paid in U.S. currency.
(DESC 52.242-9F05)

L54 SITE VISIT (DESC OCT 1992)

(a) It is the responsibility of the offerors/bidders to inspect the site where supplies are to be delivered and to obtain all available information about the site necessary to satisfy themselves about general and local conditions that may affect delivery and the cost of contract performance, to the extent that the information is reasonably obtainable. Offerors/bidders are responsible for any costs incurred for any site inspection and for obtaining information.

(b) In no event shall failure to inspect the site constitute grounds for a claim after contract award.

(DESC 52.237-9F05)

L74 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Multiyear Requirements Fixed Price with Economic Price Adjustment contract resulting from this solicitation.

(FAR 52.216-1)

L203 HANDCARRIED OFFERS AND EXPRESS DELIVERY SERVICE (DESC JAN 1998)

(a) Any handcarried offer must be received at the depository indicated on the Standard Form (SF) 33 or SF 1449 of this solicitation by the date and time specified for receipt of offers. Evidence to establish the time of receipt at the Government installation is the time/date stamp of that installation on the solicitation wrapper or other documentary evidence of receipt maintained by the installation.

(b) Offers delivered by an express delivery service will be considered "handcarried." Therefore, bidders/offerors that respond to this solicitation using an express delivery service must ensure that the express delivery service "handcarries" the offer to the depository indicated on the SF 33 or SF 1449.

(c) The term **express delivery service** does not include Express Mail delivered by the United States Postal Service. Express Mail will be considered "mail" under the LATE SUBMISSIONS, MODIFICATIONS, AND WITHDRAWALS OF BIDS provision or the Late Offers paragraph of the INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS or INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITIONS provision.

(DESC 52.252-9F05)

M3.01 EVALUATION OF OFFERS WHERE UNCOMMON ESCALATORS ARE USED (DESC JAN 1998)

(a) **FOR EVALUATION PURPOSES ONLY**, an evaluation factor will be applied to the Final Proposal Revision (FPR) prices of those items in which uncommon escalators are proposed as a basis for economic price adjustments. The evaluation factor will establish a commonality among the different postings or publications offered in order to ensure that all offerors are evaluated on an equal basis.

(b) The offeror's margin (plus or minus) will be established as the difference between the FPR price and the Final Revised reference price. The margin will then be added to the 12-month average of the posting or publication being proposed to determine the evaluated price. The 12-month average will be calculated over the most recent complete 12-month period prior to the established reference date (i.e., if reference date is August 22, 1994, then the 12-month period would be August 1993 - July 1994).

(DESC 52.216-9F60)

M19.10 EVALUATION OF OFFERS SUBJECT TO ECONOMIC PRICE ADJUSTMENT (RFP) (DESC JAN 1998)

(a) Offers on an escalated price basis will be subject to all terms and conditions of the ECONOMIC PRICE ADJUSTMENT clause.

(b) Final Proposal Revision (FPR) prices, with any increases or decreases in the reference price through the date and time set for FRPs, will be used in evaluating offers.

(c) If no FPR is submitted, the original offer, with any increases or decreases in the reference price through date set for FRPs, will be used in evaluating offers.

(DESC 52.216-9F45)

M55 CONVERSION FACTORS (DESC APR 1998)

(a) This provision applies to all products except lubricating oils.

(b) The offeror should use conversion factors that reflect its product characteristics and submit prices and transportation rates in the requested units. In the event prices or transportation rates are not submitted in the requested units, the following conversion factors based on an assumed density for the product will be used by DESC in the evaluation of the offer.

(1) TABLE I.

One Imperial Gallon	=	1.20095 U.S. Gallons at the same temperature
One Liter	=	0.264172 U.S. Gallons at the same temperature
One Cubic Meter (1,000 liters)	=	6.2898 Barrels at the same temperature
One U.S. Barrel	=	42 U.S. Gallons at the same temperature
One Kilometer	=	0.62137 Miles
One Mile	=	1.6093 Kilometers
One Nautical Mile	=	1.15 Statute Miles

(2) TABLE II.

PRODUCT	DENSITY TYPICAL		BARRELS PER METRIC TON	GALLONS PER METRIC TON	LITERS PER METRIC TON	BARRELS PER LONG TON	GALLONS PER LONG TON
	@15°C	@60°F					
	Kg/m ³	API					
AUTOMOTIVE							
GASOLINE (ALL)	744.9	58.4	8.462	355.42	1342.46	8.598	361.12
AVIATION							
GASOLINE (ALL)	716.3	66.0	8.801	369.66	1396.06	8.943	375.59
BURNER FUEL OILS							
FUEL OIL NO. 1	812.8	42.5	7.753	325.61	1230.31	7.877	330.83
FUEL OIL NO. 2	846.9	35.5	7.440	312.49	1180.78	7.560	317.51
FUEL OIL NO. 4	914.2	23.2	6.891	289.44	1093.85	7.002	294.09
FUEL OIL							
NO. 5 LIGHT	954.2	16.7	6.602	277.27	1048.00	6.707	281.71
FUEL OIL NO.							
5 HEAVY 960.7	15.7	6.557	275.39	1040.91	6.662	279.81	
FUEL OIL NO. 6	976.6	13.3	6.450	270.90	1023.96	6.554	275.25
DIESEL FUELS							
DFA	810.5	43.0	7.775	326.54	1233.81	7.900	331.79
DF1	818.9	41.2	7.695	323.17	1122.15	7.818	328.36
DF2/GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
INTERMEDIATE FUEL OILS							
IFO 60	947.2	17.8	6.651	279.33	1055.74	6.757	283.81
IFO 180	965.3	15.0	6.526	274.09	1035.95	6.630	278.48
IFO 220	967.9	14.6	6.508	273.34	1033.16	6.612	277.72
IFO 380	973.9	13.7	6.468	271.65	1026.68	6.572	276.01

M55 (CONT'D)**JET FUELS**

JP4/JET B	764.6	53.5	8.243	346.22	1307.87	8.376	351.78
JP5	819.9	41.0	7.686	322.80	1219.66	7.809	327.98
JP8/JET A1	805.9	44.0	7.820	328.42	1240.85	7.945	333.69
JET A	814.2	42.2	7.739	325.04	1228.20	7.863	330.26
KEROSINES (ALL)	815.2	42.0	7.730	324.68	1226.69	7.854	329.88
MARINE GAS OIL	839.3	37.0	7.507	315.30	1191.47	7.628	320.36
NAPHTHA	731.1	62.0	8.623	362.16	1367.80	8.761	367.97
NAVAL DISTILLATE FUEL (F76)							
AND DFW (F75)	844.3	36.0	7.463	313.43	1184.41	7.582	318.46

(3) TABLE III.

<u>PRODUCT</u>	<u>ASSUMED DENSITY</u> <u>20 deg C/20 deg C</u>		
	<u>g/mL</u>	<u>lb/gal</u>	<u>Kg/gal</u>
FSII DIEGME	1.025	8.561	3.884

(DESC 52.215-9FA1)

LIST OF ATTACHMENTS

THE FOLLOWING ARE INCLUDED IN THIS SOLICITATION:

- ☒ DD FORM 1707, INFORMATION TO OFFERORS OR QUOTERS
☒ SF FORM 1449, SOLICITATION/CONTRACT/ORDER TO COMMERCIAL ITEMS
☒ OFFEROR SUBMISSION PACKAGE

COVER SHEET
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ADDENDUM #2
OTHER REGULATORY AND LOCAL CLAUSES
POSTAWARD CONTRACT CLAUSES

B19.02 ECONOMIC PRICE ADJUSTMENT (OVERSEAS) (DESC JUL 1999)

The Contractor warrants that--

- (a) The unit prices set forth in this contract do not include any contingency allowance to cover the possibility of increases in the reference price(s) in the Contractor's offer; and
- (b) The prices to be invoiced hereunder for listed items shall be computed in accordance with these escalation provisions.

PART A - DEFINITIONS

As used throughout this clause--

- (a) The term **listed items** means the items of Section B of the Schedule that are listed in the Reference Price Tabulation in Part C of this clause and are the only items to which price adjustment shall apply, unless otherwise provided in the contract schedule.
- (b) The term **award price** means the unit price offered for an item and included in the contract award schedule.
- (c) The term **reference price** means the independent index or established price set forth in this clause with which the award price is to fluctuate. The reference price should be a price for the same or similar product(s) as the item being purchased.
- (d) The term **independent index** means an index measuring the general rate and direction of price movements for a commodity within a market which is beyond the control of the Contractor. Examples of such indices would include a wholesale price index such as published by the Bureau of Labor Statistics.
- (e) The term **established price** means one which (1) is an established catalog or market price for a commercial item sold in substantial quantities to the general public, and (2) meets the criteria of paragraph 15.804-3(c) of the Federal Acquisition Regulation. It is established in the usual and ordinary course of trade between the seller (which maintains it) and buyers who are free to bargain. It is a price included in a catalog, price list, Schedule, or other form that is regularly maintained by the manufacturer or vendor, is either published or otherwise available for inspection by customers, and states prices at which sales are currently, or were last, made to a significant number of buyers constituting the general public. A commercial item is one that is regularly used for other than Government purposes and is sold or traded in the course of conducting normal business operations. Commercial items are sold to the general public when all of the following criteria are met: (1) Sales to the general public are not negligible in themselves and total 55% or more of all sales made; (2) 75% or more of those sales made to the general public are made at the established price. An item is sold to the general public if it is sold to other than affiliates of the seller for end use by other than the Government. Items sold to affiliates of the seller and sales for end use by the Government are not sales to the general public.
- (f) The term **date of delivery** means--
 - (1) The date and time vessel begins to load where the contract calls for delivery at origin into tanker or barge;
 - (2) The date and time vessel begins to discharge where the contract calls for delivery at destination by tanker or barge;
 - (3) The date and time product commences to move past the specified f.o.b. point where the contract calls for delivery by pipeline;
 - (4) The date product is received for all methods of delivery other than (1), (2), and (3) above.

PART B - PRICE ADJUSTMENTS

- (a) For price adjustments utilizing a reference price indicator other than commercial publications such as Platt's Oilgram, the Contractor shall notify the Contracting Officer, DESC-PEC, Fort Belvoir VA, 22060 in writing of any change in the reference price within 14 days from the date thereof.
 - (1) If the Contractor fails to give notice of any increase in reference price, such increase shall apply only to deliveries made on or after the date of receipt by the Contracting Officer of a written notification from the Contractor of such increase.
 - (2) If the Contractor fails to give notice of a decrease in the reference price, such decrease shall apply to all deliveries made on or after the date of such decrease.
- (b) For price adjustments utilizing commercial publications such as Platt's Oilgram, etc., the reference price in effect on the date of delivery shall be that item's preselected reference price that is published as dated under Reference Price Tabulations portions of this clause.
- (c) The prices payable under this contract for listed items shall be the award price for the listed item increased or decreased by the amount, determined according to the formula in (c) below, that the reference price for the listed item shall have increased or decreased, to and including the date of delivery.

B19.02 (CONT'D)

(d) The amount of increase or decrease in the award price shall be--

(Check appropriate box and complete applicable blanks)

☒ The same number of cents, or fraction thereof, that the reference price increases or decreases per like unit of measure.

☐ The number of cents, or fraction thereof, determined by the ratio of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

☐ The number of cents, or fraction thereof, at the rate of \$_____ per gallon for each \$_____ per barrel that the reference price increases or decreases.

(e) If this clause requires quantity conversion for economic price adjustment purposes, the conversion factors for applicable products, as specified in the CONVERSION FACTORS clause, apply unless otherwise specified in the Schedule.

(f) The Contracting Officer will issue a notification to this contract to reflect any change pursuant to this clause. However, no notification incorporating an increase in a contract unit price shall be executed pursuant to this clause until the increase in the applicable reference price has been verified by the Contracting Officer. Contract price adjustments shall be provided via notification through contract modifications and/or posting to the DESC Web page under the heading **Doing Business with DESC**.

(g) Notwithstanding any other provision of this clause, no upward adjustment shall apply to supplies that are required to be delivered prior to the effective date of the adjustment unless the Contractor's failure to deliver in accordance with the delivery schedule arises from causes beyond the control and without the fault or negligence of the Contractor within the meaning of the DEFAULT clause of this contract in which case the contract shall be amended to make an equitable extension of the delivery schedule.

(h) Notwithstanding any provision of this clause to the contrary, the prices payable under this contract shall in no event exceed either the lower of--

(1) The Contractor's posted or established selling price in effect on the date of delivery for the product supplied in the form of delivery made at the point of delivery, or

(2) The maximum prices shown in Column VII of the Reference Price Tabulation in Part C, in accordance with (h) below.

(i) **UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT.** The Contractor agrees that the total increase in any contract unit price shall not exceed **60** percent of the award price during the first program year or of the unit price in effect as of the start of any subsequent program year (if this is a long-term or multiyear program), except as provided hereafter:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for the item(s), the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. The notification shall include a revised ceiling sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If, in the absence of an agreement on a new ceiling, written notification is given to the Contracting Officer of an actual price change resulting in a contract unit price that exceeds the current ceiling, the Contractor shall have no further obligation under this contract to fill pending or future orders for the specific line item(s) in question as of the effective date of the increase, as long as the unit price exceeds the ceiling. If, however, notwithstanding the lack of agreement on a new ceiling, the Contracting Officer indicates in writing that the Government is prepared to purchase the line item(s) for an adjusted price that exceeds the current ceiling, the Contractor shall be obligated to continue to honor orders placed for the specific line item in question.

PART C - REFERENCE PRICES

(a) The reference price with which the award price for the listed item is to fluctuate (and which is more fully defined in the Reference Price Tabulation below) is--

☐ (1) The low price published in _____
(name of publication)

☐ (2) The average of the prices published in _____
(name of publication)

☒ (3) The established price posted by _____ **(See the Reference Price Tabulation)**
(name of company)

and

published in _____ **See the Reference Price Tabulation)**
(name of publication)

(b) Where the reference price is an established price (see (a)(3) above), the Contractor warrants that the product selected is one for which, except for modification required by the specifications of this contract, the Contractor has an established price. Such price is the net price after applying any applicable standard trade discounts offered by the Contractor for his catalog, list, or schedule price. The Contractor further warrants that, as of the current date, any differences between the unit prices of the line items identified in the Schedule, and the Contractor's established price for like quantities of the nearest commercial equivalents of such contract items are due to compliance with contract specifications and to compliance with any requirements which this contract may contain for preservation, packaging, and packing beyond standard commercial practice.

(c) An increase or decrease in any reference price published in a trade price service or in a commercial journal shall apply only to deliveries made on or after the effective date of such trade price service or commercial journal.

B19.02 (CONT'D)

(d) **DISCONTINUATION OR ALTERATION OF PUBLISHED REFERENCE PRICE.** In the event the reference price is an average of published or posted prices, and any one price ceases to be published or posted, or in the event the reference price is published in a trade price service or commercial journal and such publication ceases to publish said reference price or changes its method of quoting prices, the parties shall mutually agree upon an appropriate and comparable substitute for determining the price adjustment described herein. The contract shall be modified to reflect such substitute reference price effective on the date the prior reference price is discontinued or altered. If the parties fail to agree on an appropriate substitute, the matter shall be resolved in accordance with the DISPUTES clause of the contract.

REFERENCE PRICE TABULATION

I	II	III	IV	V	VI	VII
Item No. (listed items)	Name of company/ publication (identify by number from (a) above)	If company - name of product; If publication - heading under which reference price is published and name of product	Location where reference price is applicable	Method of delivery applicable to the reference price	Reference price as of <u>01 Nov 1999*</u> (date) (exclude all taxes	Maximum price payable under this contract (includes any tax included in the award price

- For those items with the product suffix (-20) – Leaded Premium Gasoline ("Benzina Super"), the base reference price shall be the national posting published in the "Prezzi Italia".
- For those items with the product suffix (-27) -- Unleaded Premium Gasoline ("Benzina Super Plombo"), the base reference price shall be the national posting published in the "Prezzi Italia".
- For those items with the product suffix (-32) -- Diesel Fuel, Grade DF-1 or product suffix (-34) -- Diesel Fuel, Grade DF-2 ("Auto Gasolio 0.05%"), the base reference price shall be the national posting published in the "Prezzi Italia".
- For all items with the product suffix (-46) -- Fuel Oil # 2 ("Gasolio Riscaldamento"), the base reference price shall be the national posting published in the "Prezzi Italia".
- For those items with the product suffix (-52) – Fuel Oil # 4, the base reference price shall be the same as used for all Fuel Oil #2 items.

Unit price adjustments for all products shall be made twice a month, to be effective on the 1st and the 16th of each month. Unit prices effective on the 1st of each month shall be calculated by using the published effective reference prices for the 16th of the previous month. Unit prices effective on the 16th of each month shall be calculated by using the published effective reference prices for the 1st of that same month. For those instances where the either the 1st or the 16th of the month is on a weekend or a holiday resulting in no published reference prices, then the 1st published effective price thereafter shall apply for calculation for price adjustments.

All base reference prices are to exclude Value Added Tax [VAT or TVA] and the Manufacturers Impost/Excise Tax (MT).

* Please note that all initial offers are to be based on reference prices for **01 NOV 1999**. These are to be the posted prices in the "Prezzi Italia" that are **effective** for that same day.

(DESC 52.216-9FAA)

C1 SPECIFICATIONS (DESC JAN 1997)

Product to be supplied shall fully meet the requirements of the applicable specification(s) as indicated in the Supply Schedule, except as modified elsewhere in this contract. Unless otherwise indicated by the Contractor, prior to award and in accordance with the EVALUATION OF OFFERS clause, the product offered will be assumed to fully meet the applicable specification(s).

(DESC 52.246-9FT5)

E1.06 CONTRACTOR INSPECTION RESPONSIBILITIES (ITALY) (DESC OCT 1989)

(a) The product to be furnished will conform to the applicable specifications set forth in the SPECIFICATIONS clause. The U.S. Government may select at its option and may request samples at random from any of the Contractor's issuing terminals or authorized service stations, without cost to the Contractor, and may test the product to insure that it meets the relevant specifications. The Contractor, upon request, will make available from any issuing terminal, at no cost to the U.S. Government, a 2-gallon fuel sample every three months for test purposes. The Contractor is responsible for taking necessary action to insure all fuel supplied under this contract meets the contractual requirements.

(b) Quality Assurance Residencies at DFQAR Naples, Italy, and DFQAR Sigonella, Italy, are responsible for quality control and testing of petroleum products under this contract. Tests will be performed in accordance with the specifications stated in the contract.

(DESC 52.246-9FB5)

E12 POINT OF ACCEPTANCE (DESC MAY 1969)

On f.o.b. origin deliveries, acceptance of the supplies furnished hereunder will take place at origin, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance. On f.o.b. destination deliveries, acceptance of the supplies furnished hereunder will take place at destination, notwithstanding that inspection by the Government may take place elsewhere prior to acceptance.

(DESC 52.246-9FQ1)

F1.09-1 ANNOTATION OF SHIPPING DOCUMENTS (DESC AUG 1999)

(a) **Trucks with temperature-compensating meters.** For deliveries when temperature compensating meters are used to determine quantity, the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), net quantity, and a statement that a temperature compensating meter was used to determine quantity.

(b) **Trucks without temperature-compensating meters.** For deliveries when quantity is determined without volume correction to 60°F (15°C) as permitted in the DETERMINATION OF QUANTITY clause, paragraph (b), the shipping document (truck's metered ticket) shall be annotated with the API gravity (or density), gross quantity, and a statement that volume correction was not required.

(c) **For all other deliveries, including those using a loading rack metered ticket as the shipping document.** The shipping document shall be annotated with the gross and net gallons (or gross and net liters), the observed and corrected API gravity (or density), and the temperature at which the product was measured.

(DESC 52.211-9FB1)

F1.09-2 DETERMINATION OF QUANTITY (PC&S) (DESC FEB 1999)

(a) **QUANTITY.** The quantity of supplies furnished under this contract shall be determined as follows:

(1) **DELIVERIES INTO OR BY TANKER/BARGE.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Shore tank measurements; or
- (b) Calibrated meter.

(B) The Government will have the right to have a representative present to witness the measurement of quantity.

(ii) **F.O.B. DESTINATION.**

(A) On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be determined on the basis of--

- (a) Calibrated meter if the delivery conveyance is so equipped; otherwise--
- (b) Gauging the receiving shore tank; or
- (c) Gauging the tanker/barge before and after delivery.

(B) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(2) **DELIVERIES INTO OR BY TANK TRUCK/TRUCK AND TRAILER/TANK WAGON.**

(i) **F.O.B. ORIGIN.**

(A) On items requiring delivery at the Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, the invoice quantity shall be determined (at the Contractor's option) on the basis of--

- (a) Certified capacity tables of the conveyance loaded;
- (b) Calibrated meter; or
- (c) Weight, using calibrated scales.

F1.09-2 (CONT'D)

- (B) The Government has the right to have a representative present to witness the measurement of quantity.
- (ii) **F.O.B. DESTINATION.** On items requiring delivery on an f.o.b. destination basis, the invoice quantity shall be

determined as follows:

(A) If the narrative requires a tank truck with meter, a truck and trailer with meter, or tank wagon (which is always equipped with a meter), that meter shall be used to determine invoice quantity at time of delivery. The quantity shall be read directly from the meter; otherwise--

(B) The Government may elect to determine invoice quantity at the receiving activity at the time of delivery on the basis of--

- (a) Weight, using calibrated scales; or
- (b) A calibrated meter on the receiving tank system.

(C) If the Government does not require method (a)(2)(ii)(A) above or elects to use method (a)(2)(ii)(B) above, the Contractor may elect to provide equipment that enables the Government and the Contractor to determine invoice quantity at destination at the time of delivery by one of the following methods:

(a) A calibrated meter on the delivery conveyance. The quantity shall be read directly from the meter; or

(b) Gauging the delivery conveyance. The certified capacity tables must be made available at the time of delivery. This method may not be used in areas where environmental restrictions prohibit the opening of dome hatches; or

(c) Certified tank calibration markers. Certified tank calibration markers will not be accepted unless the conveyance is full to the marker and the entire quantity is off-loaded at the receiving activity. This method may not be used for deliveries to Army activities or in areas where environmental restrictions prohibit the opening of dome hatches.

(d) Provide the receiving activity with the net quantity determined at the loading point by a calibrated loading rack meter or calibrated scales. This quantity must be mechanically imprinted on the loading rack meter ticket that is generated by the loading rack meter or scales.

(D) The Contractor has the right to have a representative present to witness the delivery and measurement of quantity.

(iii) **WATER BOTTOMS.**

(A) Every delivery must be free of all water bottoms prior to discharge; and

(B) The Contractor is responsible for their removal and disposal.

(b) **VOLUME CORRECTION TO STANDARD TEMPERATURE.** To convert gross measured quantities to net quantities of gallons at 60°F (or liters at 15°C), use Volume Correction Factors and the API gravity (or density at 15°F) (see (c)(1) below). Volume correction to a standard temperature of 60°F (or liters at 15°C) is required for--

- (1) All product volumes measured in storage (receiving) tanks, tankers, and barges;
- (2) All product volumes measured by meters on the (receiving) tank system;
- (3) All product volumes determined by weight using a calibrated scale;
- (4) All product volumes determined by loading rack meter;
- (5) All product volumes of residual fuels measured in tank trucks or truck and trailers. For this purpose, residual fuels are any products with a viscosity equal to or greater than a regular (not light) No. 4 Fuel Oil (ASTM D 396); and
- (6) All other product volumes measured in tank trucks or truck and trailers that are in excess of 5,000 gallons except for deliveries where the meter on the delivery conveyance is used to determine quantity. If the meter on the delivery conveyance is used to determine invoice quantity, volume correction shall not be performed unless the meter is equipped to volume correct automatically. The invoice quantity shall be determined directly from the meter reading.

(c) **MEASUREMENT STANDARDS.** All measurements and calibrations made to determine quantity shall be in accordance with the most recent edition of the API Manual of Petroleum Measurement Standards (MPMS). Outside the United States, other technically equivalent national or international standards may be used. **Certified capacity tables** shall mean capacity tables prepared by an independent inspector or any independent surveyor. In addition, the following specific standards will be used as applicable:

(1) **API MPMS Chapter 11.1, Volume Correction Factors** (API 2540/ASTM D 1250/IP 200/ISO 91-1). Either the printed version or the computer subroutine versions of the standard may be used. In case of disputes, the computer subroutine will be the referee method.

(i) For all fuels and fuel oils, Volume II, Tables 5B and 6B (or Volume VIII, Tables 53B and 54B), shall be used to determine the volume correction factor.

(ii) Volume XII, Table 52 shall be used to convert cubic meters at 15°C to barrels at 60°F, except when this method is restricted by foreign law. Convert liters at 15°C to cubic meters at 15°C by dividing by 1,000. Convert gallons at 60°F to barrels at 60°F by dividing by 42. Should foreign law restrict conversion by this method, the method required by law shall be stated in the offer.

(iii) If the original measurement is by weight and quantity is required by U.S. gallons, then--

(A) Volume XII, Table 58, shall be used to convert metric tons to U.S. gallons at 60°F. Convert kilograms to metric tons by dividing by 1,000.

(B) Volume XI, Table 8, shall be used to convert pounds to U.S. gallons at 60°F.

(2) **API MPMS Chapter 4, Proving Systems.** All meters used in determining product volume shall be calibrated using this standard with the frequency required by local regulation (foreign or domestic). If no local regulation exists, then the frequency of calibration shall be that recommended by the meter manufacturer or every 6 months, whichever is more frequent.

(DESC 52.211-9FA5)

F4 DELIVERY AND ORDERING PERIODS (DESC AUG 1976)

(a) The period of this contract during which the Ordering Officer may order and the Contractor shall deliver, if ordered, will be as follows unless the Schedule specifies otherwise:

- (1) Ordering period begins: **01 April 2000** and ends: **31 March 2002**.
- (2) Delivery period begins: **01 April 2000** and ends: **30 days after end of ordering period**.

(b) Notwithstanding the foregoing, deliveries prior to the delivery period, made at the option of the Contractor and pursuant to an order by the Government, shall be deemed to have been made under this contract at the applicable contract price(s).

(DESC 52.242-9F75)

F13.01 DELIVERY CONDITIONS (PC&S) (ITALY) (DESC OCT 1991)

(a) Delivery of bulk or drummed products that require transportation by the Contractor's vehicle shall be effected within 24 hours from the time a delivery order is placed with the Contractor. Unless directed by the authorized Ordering Officer to do otherwise, the Contractor shall complete the delivery of product no later than 3:30 p.m., local time, or by the time specified in the Supply Schedule, on the date product is due to arrive at the designated receiving activity. No delivery, however, will be required to be effected on Saturdays, Sundays, or on Italian holidays.

(b) In the event the Contractor, in accordance with best commercial practices and local regulations, has presented products for delivery within the time frame specified in (a) above and is prevented from timely offloading of product due solely to undue Government delay, then the Contractor may be paid additional costs for standby time for which it has been billed by its transporter. Payments for such "detention charges" shall only be made when--

- (1) The Contractor provides the paying office with evidence of such additional charges by submission of a certified copy of the transporter's paid invoice; and
- (2) There is receipt of a certified statement from the receiving activity that the undue delay was caused by the U.S. Government.

(DESC 52.242-9FF5)

F17 F.O.B. ORIGIN (JUN 1988)

(a) The term **f.o.b. origin**, as used in this clause, means free of expense to the Government delivered--

(1) On board the indicated type of conveyance of the carrier (or of the Government, if specified) at a designated point in the city, county, and State from which the shipment will be made and from which line-haul transportation service (as distinguished from switching, local drayage, or other terminal service) will begin;

(2) To, and placed on, the carrier's wharf (at shipside, within reach of the ship's loading tackle when the shipping point is within a port area having water transportation service) or the carrier's freight station;

(3) To a U.S. Postal Service facility; or

(4) If stated in the solicitation, to any Government-designated point located within the same commercial zone as the f.o.b. origin point specified in the contract (commercial zones are prescribed by the Interstate Commerce Commission at 49 CFR 1048).

(b) The Contractor shall--

(1) (i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements to protect the goods and to ensure assessment of the lowest applicable transportation charge;

(2) (i) Order specified carrier equipment when requested by the Government; or

(ii) If not specified, order appropriate carrier equipment not in excess of capacity to accommodate shipment;

(3) Deliver the shipment in good order and condition to the carrier, and load, stow, trim, block, and/or brace carload or truckload shipment (when loaded by the Contractor) on or in the carrier's conveyance as required by carrier rules and regulations;

(4) Be responsible for any loss of and/or damage to the goods--

(i) Occurring before delivery to the carrier;

(ii) Resulting from improper packing and marking; or

(iii) Resulting from improper loading, stowing, trimming, blocking, and/or bracing of the shipment, if loaded by the Contractor on or in the carrier's conveyance;

(5) Complete the Government bill of lading supplied by the ordering agency or, when a Government bill of lading is not supplied, prepare a commercial bill of lading or other transportation receipt. The bill of lading shall show--

(i) A description of the shipment in terms of the governing freight classification or tariff (or Government rate tender) under which lowest freight rates are applicable;

F17 (CONT'D)

- (ii) The seals affixed to the conveyance with their serial numbers or other identification;
- (iii) Lengths and capacities of cars or trucks ordered and furnished;
- (iv) Other pertinent information required to effect prompt delivery to the consignee, including name, delivery address, postal address and ZIP code of consignee, routing, etc.;
- (v) Special instructions or annotations requested by the ordering agency for commercial bills of lading; e.g., (A) "to be converted to a Government bill of lading," or (B) "this shipment is the property of, and the freight charges paid to the carrier(s) will be reimbursed by, the Government"; and
- (vi) The signature of the carrier's agent and the date the shipment is received by the carrier; and
- (6) Distribute the copies of the bill of lading, or other transportation receipts, as directed by the ordering agency.
- (c) These Contractor responsibilities are specified for performance at the plant or plants at which the supplies are to be finally inspected and accepted, unless the facilities for shipment by carrier's equipment are not available at the Contractor's plant, in which case the responsibilities shall be performed f.o.b. the point or points in the same or nearest city where the specified carrier's facilities are available; subject, however, to the following qualifications:
 - (1) If the Contractor's shipping plant is located in the State of Alaska or Hawaii, the Contractor shall deliver the supplies listed for shipment outside Alaska or Hawaii to the port of loading in Alaska or Hawaii, respectively, as specified in the contract, at Contractor's expense, and to that extent the contract shall be "f.o.b. destination."
 - (2) Notwithstanding subparagraph (c)(1) of this clause, if the Contractor's shipping plant is located in the State of Hawaii, and the contract requires delivery to be made by container service, the Contractor shall deliver the supplies, at Contractor's expense, to the container yard in the same or nearest city where seavan container service is available.

(FAR 52.247-29)

F29.01 CONTRACTOR ORDERING AGENTS (DESC FEB 1995)

Orders placed hereunder shall be directed to the prime Contractor at the address indicated on the cover page unless another address is indicated below.

(NOTE: Offeror to complete when submitting proposal.)

(DESC 52.216-9F85)

F30.01 ORDERING AND PAYING OFFICERS (OVERSEAS PC&S) (DESC APR 1998)

(a) Ordering and Paying Officers under the contract are as indicated below:

LINE ITEM PREFIX	ORDERING OFFICE	PAYING OFFICE
500 501 505 510 511	Ordering Officer U.S. Naval Air Station Sigonella, Sicily FPO AE 09627 Comm TEL: 095-865725 Comm FAX: 095-865059	U.S. Naval Air Station Sigonella, Sicily FPO AE 09627 Comm TEL: 095-865725 or -862570 Comm FAX: 095-865055
514 515 535 543 545 547 552 553 554 555 557 558 560 561 562 574 577 579 610	Ordering Officer U.S. Naval Support Activity ATTN: Code 40P Naples, Italy FPO AE 09622-1005 Comm TEL: 081-568-5439 Comm FAX: 081-568-5317	Commanding Officer U.S. Naval Support Activity ATTN: Commercial Bill Paying Office PSC 810, Box 58 (Code CR3) FPO AE 09619-1058 Comm TEL: 081-625-3378 or -3383 Comm FAX: 081-724-4158
517	Ordering Officer U.S. Naval Support Activity ATTN: Code 40P Naples, Italy FPO AE 09622-1005 Comm TEL: 081-568-5439 Comm FAX: 081-568-5317	Ufficio Amministrazione Delle Forze Armate Tedesche in Italia PAL 166 Aeroporto Militare 09033 Decimomannu (CA) Sardegna, Italia Comm TEL: 070-966-2481 Comm FAX: 070-966-2219
541	Ordering Officer U.S. Naval Support Activity ATTN: Code 40P Naples, Italy FPO AE 09622-1005 Comm TEL: 081-568-5439 Comm FAX: 081-568-5317	NATO MEWSG Land Detachment Caserma S. Barbara Via Ardeatina, 16 I-00042, Anzio Roma, Italia Comm TEL: 06-986-0241 Comm FAX: 06-986-02429
605	Ordering Officer U.S. Naval Support Activity ATTN: Code 40P Naples, Italy FPO AE 09622-1005 Comm TEL: 081-568-5439 Comm FAX: 081-568-5317	NATO SACLANT Undersea Research Center Via le S. Bartolomeo, 400 19138 La Spezia Italia Comm TEL: 0187-527425 Comm FAX: 0187-527414

F30.01 (CONT'D)

LINE ITEM PREFIX	ORDERING OFFICE	PAYING OFFICE
516 538 539 565 566 570 571 598	Ordering Officer U.S. Naval Support Activity ATTN: Code 40P Naples, Italy FPO AE 09622-1005 Comm TEL: 081-568-5439 Comm FAX: 081-568-5317	NATO Disbursing Officer AFSOUTH HQS, Bagnoli Naples, Italy Comm TEL: 081-721-2558 Comm FAX: 081-721-2838
750 760 761 762 770 771 780 781 782 783 790 800 801 802 810	31 FW ATTN: LGSF Unit 6108, Box 230 Aviano AB, Italy APO AE 09604-8230 Comm TEL: 0434-667043 Comm FAX: 0434-668146	DFAS Europe/MFRE Accounts Payable Building 2010 67661 Kaiserslautern Germany Comm TEL: (49) 631-6322 or -7279 Comm FAX: (49) 631-147-9884
590	Ordering Officer U.S. Naval Support Activity ATTN: Code 40P Naples, Italy FPO AE 09622-1005 Comm TEL: 081-568-5439 Comm FAX: 081-568-5317	Accounting & Finance Office NATO COMFIVEATAF Aeroporto del Molin Vicenza, Italy Comm TEL: 0444-931840 Comm FAX: 0444-931840
592 593 594 595 596 597 599	Ordering Officer U.S. Naval Support Activity ATTN: Code 40P Naples, Italy FPO AE 09622-1005 Comm TEL: 081-568-5439 Comm FAX: 081-568-5317	Budget & Finance Office NATO COMLANDSOUTH HQ Verona, Italy Comm TEL: 045-809-5393 Comm FAX: 045-809-5223
518 519	Ordering Office, MWR Department U.S. Naval Support Activity Via Principe Amedeo No. 3 La Maddalena (SS) 07024 Italy Comm TEL: 0789-798288 Comm FAX: 0789-798187	Paying Office, MWR Department U.S. Naval Support Activity Via Principe Amedeo No. 3 La Maddalena (SS) 07024 Italy Comm TEL: 0789-798288 Comm FAX: 0789-798187

F30.01 (CONT'D)

LINE ITEM PREFIX	ORDERING OFFICE	PAYING OFFICE
542 578	U.S. Navy Resale Activity, Naples ATTN: Service Office (PSO) Via E. Scarfoglio Palazzo Pelli 80125 Agnano Napoli, Italia Comm TEL: 081-724-4335 Comm FAX: 081-724-4335	U.S. Navy Resale Activity, Naples ATTN: Service Office (PSO) Via E. Scarfoglio Palazzo Pelli 80125 Agnano Napoli, Italia Comm TEL: 081-724-4335 Comm FAX: 081-724-4335
001 005 015 020	Camp Darby RCO Livorno Sub-Office Via Pisalivorno Tirrenia, Pisa 56018 Italy APO AE 09613 Comm TEL: 050-541122 or -540493 Comm FAX: 050-542303	"D" Detachment 208th Finance Battalion ATTN: Commercial Accounts Branch Caserma Ederle - Via Della Pace 264 36100 Vicenza, Italy Comm TEL: 0444-517019 Comm FAX: 0444-518868
022 025 026 027 030	USA Contracting Command, Europe Regional Contracting Office Via Pra' Spineo, 16 36040 Lerino (VI) Italy APO AE 09630 Comm TEL: 0444-381267 Comm FAX: 0444-381280	"D" Detachment 208th Finance Battalion ATTN: Commercial Accounts Branch Caserma Ederle - Via Della Pace 264 36100 Vicenza, Italy Comm TEL: 0444-517019 Comm FAX: 0444-518868
520	Ufficio Amministrazione Delle Forze Armate Tedesche in Italia PAL 166 Aeroporto Militare 09033 Decimomannu (CA) Sardegna, Italia Comm TEL: 070-966-2559 Comm FAX: 070-966-2248	Ufficio Amministrazione Delle Forze Armate Tedesche in Italia PAL 166 Aeroporto Militare 09033 Decimomannu (CA) Sardegna, Italia Comm TEL: 070-966-2481 Comm FAX: 070-966-2219

(b) The Commanding Officer or his designated representative of the cognizant requiring activity is authorized to make any necessary changes to this listing, or make additional assignments for requirements not covered by the foregoing. Such changes or assignments shall be made by written notification to the Contractor, with a copy to the Contracting Officer.

F30.01 (CONT'D)

(c) If Ordering and Paying Officers cannot be ascertained under (a) or (b) above, the following activities, as applicable, should be contacted:

COMMANDER
U.S. ARMY PETROLEUM CENTER
ATTN: SATPC-L
NEW CUMBERLAND ARMY DEPOT
NEW CUMBERLAND, PA 17070-5008

HQ USAFE/LGST
UNIT 3050, BOX 105
ATTN: SMSGT Anthony McMorrow
RAMSTEIN AB GE
APO AE 09094-0105

ATTN: DESC-PEC
DEFENSE ENERGY SUPPORT CENTER
8725 JOHN J. KINGMAN ROAD, SUITE 4950
FORT BELVOIR, VA 22060-6222

ATTN: CODE 20
NAVY PETROLEUM OFFICE
8725 JOHN J. KINGMAN ROAD, SUITE 3719
FORT BELVOIR, VA 22060-6224

(DFSC 52.242-9F01)

F51 SHIPMENT AND ROUTING (OVERSEAS) (DESC NOV 1972)

(a) The Contractor shall make shipments of the supplies ordered hereunder by the method specified in the Schedule, to the delivery point, in the quantity, and according to the delivery date specified in the order or in the Schedule.

(b) On items calling for delivery at Contractor's refinery, terminal, or bulk plant on an f.o.b. origin basis, transportation equipment will be furnished by the Government; PROVIDED, however, that the Contractor shall, without additional cost to the Government, arrange to obtain any railway boxcars required for shipments to be made hereunder. Whenever any item of the Schedule specifies delivery by more than one method, selection of the method to be used shall be at Government's option. Government-furnished transportation equipment that the Contractor finds unsatisfactory for loading shall be reported as follows:

(1) **TANKERS AND BARGES.** Report to the Quality Representative (QR).

(2) **TANK CARS.** Report to the QR.

(3) **TRANSPORT TRUCKS, TRUCKS AND TRAILERS, AND TANK WAGONS.** Report to the QR and to carrier's general office, or to home base or station of such equipment.

(c) If the supplies are to be delivered f.o.b. tank car, boxcar, truck, transport truck, truck and trailer, or tank wagon at Contractor's refinery, terminal, or bulk plant--

(1) The Contractor shall ship the supplies under Government bills of lading, which will be furnished, or arranged for, by the Ordering Officer. If requested by the Government, the Contractor shall prepare Government bills of lading.

(2) The Contractor shall comply with routing instructions furnished by the Government. Such instructions will include carrier names, routes, route order numbers, and other pertinent information. The Contractor shall be responsible for scheduling of commercial transport trucks, trucks and trailers, and tank wagons to its plant in accordance with such routing instructions and consonant with the applicable order. The Contractor shall reimburse the Government for any demurrage incurred as a result of improper scheduling.

(d) On all tank car and boxcar (carload only) shipments, whether delivery is made on an f.o.b. origin or f.o.b. destination basis, the Contractor shall send to the consignee at the time of shipment a prepaid telegraphic notice which shall indicate grade of product, date of shipment, car and seal numbers, bill of lading number, and net quantities.

(e) The Contractor shall furnish serially numbered seals and effectively seal all tank cars, boxcars, transport trucks, trucks and trailers, tankers, and barges, whether delivery is made on an f.o.b. origin or f.o.b. destination basis. The marking on the seal shall be indicated on all shipping documents.

(DESC 52.247-9FG5)

F105 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to--

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each delivery order.

(FAR 52.211-16)

G9.06-1 ADDRESS TO WHICH REMITTANCE SHOULD BE MAILED - COMMERCIAL ITEMS (DESC FEB 1996)

G18 ACCOUNTING AND APPROPRIATION (DESC FEB 1968)

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G150.06-2 SHIPMENT NUMBER TO BE IDENTIFIED ON INVOICES (PC&S) (DESC AUG 1995)

(a) For purposes of this clause and the contract, "shipment number" for PC&S deliveries is defined as a seven position alpha-numeric number. The first three positions shall always consist of the alpha characters "PCS". The remaining four positions shall contain numeric digits beginning with "0001".

(b) The Contractor must identify the shipment number on each invoice submitted for payment. For each delivery order issued, the first shipment number shall be "PCS0001". The **SAME** shipment number shall be used for multiple deliveries under the same contract line item made on the same calendar day. Shipment numbers shall be consecutively numbered (i.e., 0002, 0003, etc.) for each subsequent day until the delivery order has been completed. The Contractor shall convey the appropriate shipment number to the receiving activity.

(DESC 52.232-9F85)

G150.07 SUBMISSION OF INVOICES FOR PAYMENT (OVERSEAS PC&S) (DESC JUN 1994)

(a) **GENERAL.** This contract is for overseas fuel deliveries for posts, camps, and stations. Invoices will be paid on the basis of the Contractor's delivery to the point of first receipt by the Government.

(b) **RESPONSIBILITY FOR SUPPLIES.** Title to the supplies shall vest in the Government upon delivery to the point of first receipt by the Government. Notwithstanding any other provision of the contract, the Contractor shall assume all responsibility and risk of loss for supplies (1) not received at destination, (2) damaged in transit, or (3) not conforming to purchase requirements. The Contractor shall either replace, or correct, such supplies promptly at its expense, provided instructions to do so are furnished by the Contracting Officer within 90 days from the date title to the supplies vests in the Government.

(c) **PREPARATION OF INVOICE.** Upon delivery of supplies to the point of first receipt by the Government, the Contractor shall prepare an invoice in accordance with the terms of this contract. (For Germany only, the Contractor shall invoice all products using liters, except for FO6, which will be invoiced in kilograms. See the ECONOMIC PRICE ADJUSTMENT clause for more detailed invoicing instructions.) A receipted copy of the Contractor's delivery document shall be attached to the invoice as evidence of delivery. The Contractor's invoice together with the Contractor's delivery document shall be the basis for payment. Invoices shall be forwarded to the applicable Paying Office in accordance with instructions contained on the order.

(d) **CERTIFICATION OF INVOICE.** The Contractor agrees that the submission of an invoice to the Government for payment is a certification that the supplies for which the Government is being billed have been delivered in accordance with instructions issued by the Ordering Officer, in the quantities shown on the invoice, and that such supplies are in the quantity designated by the order and of the quality designated by the contract.

(e) **RECEIVING REPORT.** Each order requires the preparation of a Material Inspection and Receiving Report (DD Form 250). Notwithstanding any other provision in this contract, the Government representative will prepare the DD Form 250 and forward it directly to the paying office with a copy to the Contractor. In the event of a discrepancy between the quantities stated on the DD Form 250 and those stated on the invoice, the DD Form 250 quantities shall prevail, and a debit or credit issued on subsequent vouchers, as appropriate.

(DESC 52.232-9FAS)

II.01-7 DEFINITIONS (OVERSEAS PC&S) (DESC JAN 1996)

As used throughout this contract, the following terms shall have the meaning set forth below:

(a) **Quality Representative (QR)** includes the terms Quality Assurance Representative (QAR) and Quality Surveillance Representative (QSR).

(1) The QAR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing petroleum products and services.

(2) The QSR is a Government Representative authorized to represent the Contracting Officer to assure the Contractor complies with the contractual requirements in furnishing services.

(b) **RP** = Number of Receiving Points.

(c) **MIN DEL** = Minimum Delivery at each receiving point, in liters except Fuel Oil No. 6 which is in kilograms.

(d) **TANK CAP. GAL.** = Indicates the capacity of each tank at receiving point.

For example:

(1) If 1 receiving point and a 500 liter tank capacity are indicated, this denotes one 500 liter tank at the receiving point.

(2) If 2 receiving points and 500 liters EA tank capacity are indicated, this denotes two 500 liter tanks at the receiving point.

(3) 2/500 indicates 2 tanks, 500 liter capacity each tank.

(e) **-1-** = Indicates receiving tank located above ground.

(f) **-2-** = Indicates receiving tank located under ground.

(g) **-3-** = Indicates receiving tank located in basement or inside building.

(h) **TW** = Tank Wagon. Delivery capacity less than 5,200 gallons/19,682 liters.

(1) **ITALY.** 100 feet of hose required unless otherwise specified in the Schedule.

II.01-7 (CONT'D)

- (2) **GERMANY.** 30 meters of hose required unless otherwise specified in the Schedule.
- (i) **TT** = Tank Truck. Minimum delivery capacity of 5,200 gallons/19,682 liters.
- (1) **ITALY.** 15 feet of hose required unless otherwise specified in the Schedule.
- (2) **GERMANY.** 30 meters of hose required unless otherwise specified in the Schedule.
- (j) **U.S. Gal.** = United States liquid gallon or 3.785 liters.

(DESC 52.202-9F20)

II.22-1 CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (JAN 1997)

(a) If the Government receives information that a Contractor or a person has engaged in conduct constituting a violation of subsection (a), (b), (c), or (d) of section 27 of the Office of Federal Procurement Policy Act (41 U.S.C. 423) (the Act), as amended by section 4304 of the 1996 National Defense Authorization Act for Fiscal year 1996 (Pub. L. 104-106), the Government may--

- (1) Cancel the solicitation, if the contract has not yet been awarded or issued; or
- (2) Rescind the contract with respect to which--

(i) The Contractor or someone acting for the Contractor has been convicted for an offense where the conduct constitutes a violation of subsection 27(a) or (b) of the Act for the purpose of either--

- (A) Exchanging the information covered by such subsections for anything of value; or
- (B) Obtaining or giving anyone a competitive advantage in the award of a Federal agency procurement contract; or

(ii) The head of the contracting activity has determined, based upon a preponderance of the evidence, that the Contractor or someone acting for the Contractor has engaged in conduct constituting an offense punishable under subsection 27(e)(1) of the Act.

(b) If the Government rescinds the contract under paragraph (a) of this clause, the Government is entitled to recover, in addition to any penalty prescribed by law, the amount expended under the contract.

(c) The rights and remedies of the Government specified herein are not exclusive, and are in addition to any other rights and remedies provided by law, regulation, or under this contract.

(FAR 52.203-8)

II.01-2 ADMINISTRATIVE COST OF TERMINATION FOR CAUSE -- COMMERCIAL ITEMS (DESC FEB 1996)

(a) In the event this contract is terminated for cause, in whole or in part, the Government will incur administrative costs.

(b) The Contractor agrees to pay all administrative costs associated with a contract termination action. The minimum amount the Contractor shall pay for each termination action is \$500. This payment for administrative costs is in addition to any excess procurement costs and any other remedies or damages resulting from the termination.

(c) The term **termination action**, as used herein, means the termination for cause, including any associated procurement effort, involving--

- (1) Any single order or any group of orders terminated together;
- (2) Any item or group of items terminated together; or
- (3) The entire contract.

(DESC 52.249-9F20)

II.04 BANKRUPTCY (JUL 1995)

In the event the Contractor enters into proceedings relating to bankruptcy, whether voluntary or involuntary, the Contractor agrees to furnish, by certified mail or electronic commerce method authorized by the contract, written notification of the bankruptcy to the Contracting Officer responsible for administering the contract. This notification shall be furnished within five days of the initiation of the proceedings relating to bankruptcy filing. This notification shall include the date on which the bankruptcy petition was filed, the identity of the court in which the bankruptcy petition was filed, and a listing of Government contract numbers and contracting offices for all Government contracts against which final payment has not been made. This obligation remains in effect until final payment under this contract.

(FAR 52.242-13)

I27 GRATUITIES (APR 1984)

- (a) The right of the Contractor to proceed may be terminated by written notice if, after notice and hearing, the agency head or a designee determines that the Contractor, its agent, or another representative--
- (1) Offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official, or employee of the Government; and
 - (2) Intended, by the gratuity, to obtain a contract or favorable treatment under a contract.
- (b) The facts supporting this determination may be reviewed by any court having lawful jurisdiction.
- (c) If this contract is terminated under paragraph (a) above, the Government is entitled--
- (1) To pursue the same remedies as in a breach of the contract; and
 - (2) In addition to any other damages provided by law, to exemplary damages of not less than 3 nor more than 10 times the cost incurred by the Contractor in giving gratuities to the person concerned, as determined by the agency head or a designee. (This subparagraph (c)(2) is applicable only if this contract uses money appropriated to the Department of Defense.)
- (d) The rights and remedies of the Government provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

(FAR 52.203-3)

I28.21 TAXES - FOREIGN FIXED-PRICE CONTRACTS (JAN 1991)

(a) To the extent that this contract provides for furnishing supplies or performing services outside the United States, its possessions, and Puerto Rico, this clause applies in lieu of any Federal, State, and local taxes clause of the contract.

(b) **Contract date**, as used in this clause, means the date set for bid opening or, if this is a negotiated contract or a modification, the effective date of this contract or modification.

Country concerned, as used in this clause, means any country, other than the United States, its possessions, and Puerto Rico, in which expenditures under this contract are made.

Tax and taxes, as used in this clause, include fees and charges for doing business that are levied by the government of the country concerned or by its political subdivisions.

All applicable taxes and duties, as used in this clause, means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract, pursuant to written ruling or regulation in effect on the contract date.

After-imposed tax, as used in this clause, means any new or increased tax or duty, or tax that was exempted or excluded on the contract date but whose exemption was later revoked or reduced during the contract period, other than excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

After-relieved tax, as used in this clause, means any amount of tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund, as the result of legislative, judicial, or administrative action taking effect after the contract date.

Excepted tax, as used in this clause, means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. "Excepted tax" does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor's possession of, interest in, or use of property, title to which is in the U.S. Government.

(c) Unless otherwise provided in this contract, the contract price includes all applicable taxes and duties, except taxes and duties that the Government of the United States and the government of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(d) The contract price shall be increased by the amount of any after-imposed tax or of any tax or duty specifically excluded from the contract price by a provision of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

(e) The contract price shall be decreased by the amount of any after-relieved tax, including any interest or penalty. The Government of the United States shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government of the United States for such taxes. The Government of the United States shall be entitled to repayment of any penalty refunded to the contractor to the extent that the penalty was paid by the Government.

(f) The contract price shall be decreased by the amount of any tax or duty, other than an excepted tax, that was included in the contract and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer or to comply with the provisions of paragraph (i) below.

I28.21 (CONT'D)

(g) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.

(h) If the Contractor obtains a reduction in tax liability under the United States Internal Revenue Code (Title 26, U.S. Code) because of the payment of any tax or duty that either was included in the contract price or was the basis of an increase in the contract price, the amount of the reduction shall be paid or credited to the Government of the United States as the Contracting Officer directs.

(i) The Contractor shall take all reasonable action to obtain exemption from or refund of any taxes or duties, including interest or penalty, from which the United States Government, the Contractor, any subcontractor, or the transactions or property covered by this contract are exempt under the laws of the country concerned or its political subdivisions or which the governments of the United States and of the country concerned have agreed shall not be applicable to expenditures in such country by or on behalf of the United States.

(j) The Contractor shall promptly notify the Contracting Officer of all matters relating to taxes or duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys' fees.

(FAR 52.229-6)

I33 INTEREST (JUN 1996)

(a) Except as otherwise provided in this contract under a PRICE REDUCTION FOR DEFECTIVE COST OR PRICING DATA clause or a COST ACCOUNTING STANDARDS clause, all amounts that become payable by the Contractor to the Government under this contract (net of any applicable tax credit under the Internal Revenue Code (26 U.S.C. 1481) shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 12 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in paragraph (b) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(b) Amounts shall be due at the earliest of the following dates:

(1) The date fixed under this contract.

(2) The date of the first written demand for payment consistent with this contract, including any demand resulting from a default termination.

(3) The date the Government transmits to the Contractor a proposed supplemental agreement to confirm completed negotiations establishing the amount of debt.

(4) If this contract provides for revision of prices, the date of written notice to the Contractor stating the amount of refund payable in connection with a pricing proposal or a negotiated pricing agreement not confirmed by contract modification.

(c) The interest charge made under this clause may be reduced under the procedures prescribed in 32.614-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(FAR 52.232-17)

THE FOLLOWING CLAUSE APPLIES TO UNRESTRICTED ITEMS ONLY AND, IF APPLICABLE, ANY TOTAL SET-ASIDE ITEMS.

I84 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the ORDERING clause. Subject to any limitations in the ORDER LIMITATIONS clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the ORDERING clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

I84 (CONT'D)

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; PROVIDED, that the Contractor shall not be required to make any deliveries under this contract after **30 days after the end of ordering period.**

(FAR 52.216-21)

I86.06 DELIVERY-ORDER LIMITATIONS (OVERSEAS PC&S) (DESC AUG 1990)

(a) **MINIMUM ORDER.** The Contractor shall not be obligated to furnish supplies and/or services under this contract in an amount less than the minimum established in the Schedule of a single item for delivery to a single delivery point. In the event the prices established under this contract vary based upon the liter quantity of an individual delivery, the Government reserves the right to withhold ordering, without prejudice, until the individual delivery quantity required reaches a level, as determined by the Ordering Officer, that minimizes the per liter cost to the Government.

(b) **MAXIMUM ORDER.** Unless otherwise stated in the Schedule, the Contractor shall not be obligated to honor--

(1) Any order for a single item for a single delivery point in excess of **15% of the estimated 2 year requirement;**

(2) Any order for a combination of items for a single delivery point in excess of **15% of the estimated 2 year requirement** or

(3) A series of orders from the same ordering office in the course of seven days that together call for quantities of items that total in excess of the limitation provided in (1) or (2) above.

(c) The Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum order limitations in (b) above.

(d) Notwithstanding the foregoing, the Contractor shall honor any order exceeding the maximum order limitations set forth above unless the Contractor verbally notifies the Ordering Officer within two workdays after verbal notification of an order or two workdays after receipt of a written order, followed by the return of the written orders to the ordering office, that he does not intend to make shipment of the items called for and the reasons therefor. When the Government has received this verbal notice, the Government may acquire the supplies from another source.

(DESC 52.216-9FK5)

I179 ALLOCATION (DESC JUL 1995)

(a) **REDUCED SUPPLIES.** If, for any cause beyond the control and without the fault or negligence of the Contractor, the total supply of crude oil and/or refined petroleum product is reduced below the level that would have otherwise been available to the Contractor, the Contractor allocates to its regular customers its remaining available supplies of crude oil or product, then the Contractor may also allocate to the U.S. Government supplies to be delivered under this contract, PROVIDED--

(1) Prompt notice of and evidence substantiating the necessity to allocate and describing the allocation rate for all the Contractor's customers are submitted to the Contracting Officer;

(2) Allocation among the Contractor's regular customers is made on a fair and reasonable basis (except where allocation on a different basis is required by a governmental authority, agency, or instrumentality); and

(3) Reduction of the quantity of product due the Government under this contract shall not exceed the pro rata amount by which the Contractor reduces delivery to its other customers similarly situated.

(b) **ADDITIONAL SUPPLIES.** If, after the event causing the shortage of crude oil and/or refined petroleum product as described in (a) above, additional supply becomes available to the Contractor, the Contracting Officer may choose any one of the following three possible courses of action:

(1) Accept an updated pro rata reduction as outlined in (a) above;

(2) Determine that continuance of the contract with the quantities as originally stated in the Schedule is in the best interests of the Government; or

(3) Terminate the contract as permitted in (d) below.

(c) **REDUCED DELIVERIES.** If the Contractor believes that a law, regulation, or order of a foreign government requires the Contractor to deliver less than the quantity set forth in the Schedule for any location within that country, the Contractor may request allocation in accordance with (a) above. In addition to the criteria in (a) above, the Contractor's request shall cite--

(1) The law, regulation, or order, furnishing copies of the same;

(2) The authority under which it is imposed; and

I179 (CONT'D)

(3) The nature of the Government's waiver, exception, and enforcement procedure.--

The Contracting Officer will promptly review the matter and advise the Contractor whether or not the need to allocate has been substantiated. If the law, regulation, or order requiring the Contractor to reduce deliveries ceases to be effective, the Contractor shall resume deliveries in accordance with the original Schedule.

(d) If, as a result of reduced deliveries permitted by (a), (b), or (c) above, the Contracting Officer decides that continuation of this contract is no longer in the best interests of the Government, the Government may terminate this contract or any quantity thereunder, by written notice, at no cost to the Government. However, the Government shall not be relieved of its obligation to pay for supplies actually delivered to and accepted by it.

(e) Except as otherwise stated in (b) above, any volumes omitted pursuant to (a) or (b) above shall be deleted from this contract, and the Contractor shall have no continuing obligation, so far as this contract is concerned, to make up such omitted supplies.

(f) For Posts, Camps, and Stations contracts, Department of Energy priority orders and allocation regulations will take precedence over any conflicting provisions of this clause.

(g) For Bulk Fuels contracts, the provisions contained in (a) above shall be inoperative when the Secretary of Defense makes a written determination that it is essential to the National Defense that the Defense Energy Support Center be provided contract volumes exceeding the amount of product to which it would otherwise be entitled. (DESC 52.249-9F05)

I186 PROTECTION OF GOVERNMENT PROPERTY AND SPILL PREVENTION (DESC MAY 1978)

(a) The Contractor shall use reasonable care to avoid damaging or contaminating existing buildings, equipment, asphalt pavement, soil, or vegetation (such as trees, shrubs, and grass) on the Government installation. If the Contractor fails to use reasonable care and damages or contaminates any such buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities, he shall replace the damaged items or repair the damage at no expense to the Government and to the satisfaction of the Government. Further, if, as a result of the failure of the Contractor to comply with the requirements of this contract, Government buildings, equipment, asphalt pavement, soil or vegetation, or other Government facilities become damaged or destroyed, the Contractor shall replace or repair the damage at no expense to the Government, and to the satisfaction of the Government. Should the Contractor fail or refuse to make such repairs or replacements, the Government may have the said repairs or replacement accomplished, and the Contractor shall be liable for the cost thereof which may be deducted from the amounts which become due under this contract. Informal agreement with the Contractor upon replacement, repairs, or costs to be deducted shall first be attempted by the Installation Commander or Ordering Officer. If disagreement persists, the matter shall be referred to the Contracting Officer. Unless approved by the Contracting Officer, no costs shall be deducted from amounts due or owing without the Contractor's consent.

(b) The Contractor shall take all measures as required by law to prevent oil spills (including, but not limited to, any spilling, leaking, pumping, pouring, emitting, emptying or dumping into or onto any land or water). In the event the Contractor spills any oil (including, but not limited to, gasoline, diesel fuel, fuel oil, or jet fuel), the Contractor shall be responsible for the containment, cleanup, and disposal of the oil spilled. Should the Contractor fail or refuse to take the appropriate containment, cleanup, and disposal actions, the Government may do so itself. The Contractor shall reimburse the Government for all expenses incurred including fines levied by Federal, State, or local Governments. (DESC 52.223-9F10)

I209.09 EXTENSION PROVISIONS (PC&S) (DESC OCT 1994)

(a) The DESC Contracting Officer reserves the right to unilaterally extend this contract on the same terms and conditions one or more times for a total of no more than six months. Notice of contract extension will be furnished to the Contractor 30 days prior to expiration of this contract or any extension thereof. However, nothing in this clause precludes the Contractor from agreeing to an extension of the contract if the DESC Contracting Officer fails to issue the notice within the 30 day time frame.

(b) The foregoing extension may be exercised by the DESC Contracting Officer where continued performance is required until a follow-on contract is awarded or, in the event a follow-on contract has been awarded, until a succeeding Contractor is positioned to commence performance.

(c) Extension of this contract shall be considered to have been accomplished at the time the DESC Contracting Officer provides written notification to the Contractor by facsimile or by mail. (DESC 52.217-9F20)

I211 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from **01 April 2000** through **31 March 2002**.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(FAR 52.216-18)